

Tentative Appeal Decision
Petition Nos. C25260002 and C25260003

Rental Housing Committee

Tentative Appeal Decision

Petition Nos. C25260002 and C25260003

The Rental Housing Committee of the City of Mountain View (the “**RHC**”) finds and concludes the following:

I. Summary of Proceedings

On July 11, 2025, Tenants Gerardo Robles and Blanca Zamora (“**Petitioners**”) filed petitions for downward adjustment of rent (the “**Petitions**”) (Petitioners’ Exhs. #1-2) related to the property located at 207 Evandale Avenue, Mountain View (the “**Property**”), specifically Unit ■ (the “**Affected Unit**”). The Property is owned by Alpine Investor Group, LLC, which was represented in these proceedings by Wenge "Linda" Zhang (collectively, the “**Respondent**”). Petitioners and Respondent are collectively referred to herein as the “**Parties**.”

The first Petition requested a downward adjustment of rent on the basis that (1) Respondent had imposed one or more rent increase(s) while the Property was substantially noncompliant with the Community Stabilization and Fair Rent Act (“**CSFRA**”) due to failure to register in 2021 and 2022; and (2) Respondent had imposed a monthly fee, charged in addition to rent, commencing on November 1, 2023. (Petitioner’s Exh. #1.)

The second Petition requested a downward adjustment of rent due to Respondent's failure to maintain the Property and/or the Unit in a habitable condition and decreases in Housing Services. Specifically, the second Petition was based on the following conditions: (a) a dampness and mold in the bedrooms, living room, kitchen, and bathroom; (2) a moldy and worn carpet; (3) broken closet doors in both bedrooms of the Affected Unit; (4) a leak under the kitchen sink; (5) a broken refrigerator replaced with a smaller refrigerator; (6) a broken washing machine in the laundry facilities on the Property; (7) garbage dumpsters replaced with smaller, inadequate trash receptacles; and (8) a shortened fence in the parking area of the Property. (Petitioner’s Exh. #2.)

On August 29, 2025, a Notice of Prehearing Meeting and Hearing was served on the Parties, setting a Prehearing Meeting for September 25, 2025, and a tentative Hearing date of October 30, 2025.

On September 25, 2025, a Prehearing meeting was conducted by the Hearing Officer via videoconference. The Hearing Officer and the Parties discussed the administrative procedure that would be followed at the Hearing, the burden of proof, and whether additional evidence would be requested. After the Prehearing Meeting, on September 25, 2025, the Hearing Officer issued a Prehearing Summary and Order, granting the Parties until October 15, 2025 to submit additional written evidence and witness lists.

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The hearing was held on October 30, 2025. After the Hearing, the Hearing Officer issued a Post-Hearing Order requesting that the Parties submit additional documents on or before November 17, 2025. The Hearing Record was closed on November 20, 2025.

The Hearing Officer issued a decision on December 22, 2025 (“**HO Decision**”). The HO Decision was served on the Parties on December 23, 2025.

Appeal

CSFRA Section 1711(j) states in part that “[a]ny person aggrieved by the decision of the Hearing Officer may appeal to the full Committee for review.” CSFRA Regulations Chapter 5, section H.5.a. provides that the Committee “shall affirm, reverse, or modify the Decision of the Hearing Officer, or remand the matters raised in the Appeal to a Hearing Officer for further findings of fact and a revised Decision” as applicable to each appealed element.

Respondent timely filed an Appeal Request on January 7, 2026. Legal counsel for the Committee sent a letter to Respondent on January 9, 2026 requesting Respondent provide further details with regard to the issues identified in the Appeal Request in order to allow the Committee to thoroughly address the merits of the issues in the Appeal Request. Respondent responded via e-mail correspondence on January 20, 2026, providing additional argumentation and evidence to support its Appeal Request.

Respondent's Appeal Request and its January 20, 2026 e-mail correspondence shall be referred to collectively as the "**Appeal.**"

II. Summary of Hearing Officer Decision

The Hearing Officer issued a detailed decision on the Petitions summarizing the evidence (including the testimony presented at the Hearing) and making findings of fact and conclusions of law. The Hearing Officer found the following:

1. Petitioners demonstrated by a preponderance of the evidence that Respondent was not substantially compliant with the requirements of the CSFRA when it imposed rent increases in 2022, 2023, 2024, and 2025. Respondent was ineligible to impose these rent increases because Respondent or its predecessors in interest failed to register the Property with the Rent Stabilization Division in 2021 and 2022.
 - a. At the time of the Hearing, the lawful Rent for the Affected Unit was \$2,519.78.
2. Petitioners also demonstrated by a preponderance of the evidence that Respondent unlawfully increased their Rent for the Affected Unit by charging them a latchel fee, renter's insurance fee, and service fee commencing on November 1, 2023.

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3. Based on both unlawful rent issues, Petitioners were entitled to Rent refund of Eight Thousand Five Hundred Twenty-Eight Dollars and Eighty-Eight Cents (\$8,528.88) in unlawful Rent increases collected by Respondent from November 1, 2022 through November 6, 2025, plus any amounts above the lawful rent of \$2,519.87 collected after November 6, 2025 and a refund of late fees (if any) that were assessed to Petitioners based on their nonpayment of the latchel fees and associated additional fees.
4. Petitioners demonstrated by a preponderance of the evidence that Respondent failed to maintain the Property and the Affected Unit in a habitable condition based on the following conditions: (a) dampness and mold in the bedrooms, living room, kitchen, and bathroom of the Affected Unit; (b) a moldy and worn carpet; and (c) broken closet doors.
 - a. Petitioners were entitled to a total rent refund in the amount of Thirteen Thousand Seven Hundred Fifty-Eight Dollars and Thirty-One Cents (\$13,758.31) for the Respondent's failure to maintain the Affected Unit in a habitable condition.
 - b. In addition, Petitioners were entitled to an ongoing rent reduction of Three Hundred Sixty-Two Dollars and Eighty-Six Cents (\$362.86) per month until the mold and moisture in the children's bedroom and kitchen and an ongoing rent reduction of Twenty-Seven Dollars and Twenty-One Cents (\$27.21) per month until the broken closet doors are repaired or replaced.
5. Petitioners did not meet their burden of proof with respect to the leak under the sink.
6. Petitioners demonstrated by a preponderance of the evidence Respondent decreased Housing Services without a corresponding decrease in Rent in violation of the CSFRA based on the following conditions: (a) a broken refrigerator replaced with a smaller refrigerator; (b) a broken washing machine; and (c) inadequate garbage disposal containers.
 - a. Petitioners were entitled to a total rent refund in the amount of One Thousand Nine Hundred Ninety-Five Dollars and Sixteen Cents (\$1,195.16) for these decreases in Housing Services.
 - b. Additionally, Petitioners were entitled to an ongoing rent reduction of Twenty-Eight Dollars and Thirty-Five Cents (\$28.35) per month until a larger refrigerator was installed in the Affected Unit.
7. Finally, Petitioners did not meet their burden of proof with respect to the shortened height of the fence in the parking area of the Property.

III. Appealed Elements of Hearing Officer Decision

CSFRA Regulations Chapter 5, section H.1.a. states that “[t]he appealing party must state each claim that he or she is appealing, and the legal basis for such claim, on the Appeal request form.” Section III of this Appeal Decision identifies the elements of the Decision that are subject to appeal by the Respondent. The Appeal Decision regarding each appealed element is provided in Section IV of this Appeal Decision.

The Respondent-Landlord raises the following two issues on Appeal:

- A. The Hearing Officer erred or abused her discretion in holding Respondent liable for unlawful rents resulting from the prior owner's failure to register the Property in 2021 and 2022.** Following its acquisition of the Property, Respondent acted in good faith to bring the Property into compliance with the requirements of the CSFRA and the Regulations.

- B. The Hearing Officer erred or abused her discretion by concluding that Petitioners were entitled to a rent reduction for the mold and moisture conditions in the Affected Unit.** Respondent acted within a reasonable timeframe given the scope of the work, contractor availability, weather conditions, and the need to identify root causes rather than perform superficial repairs. There was no willful neglect or refusal to maintain the Affected Unit.

IV. Decision Regarding Appealed Elements

- A. The Hearing Officer Did Not Err by Concluding That Respondent Was Liable for Predecessor's Substantial Noncompliance with the CSFRA.**

The Hearing Officer correctly concluded that the CSFRA, by virtue of its definition of "Landlord," makes Respondent liable for the acts or omissions of the prior owner(s).

The Appeal states, in relevant part, that "[a]t the time of acquisition, Respondent was not responsible for any conditions, compliance issues, or administrative omissions that may have existed under the prior owner." Therefore, "[a]ny failure to register prior to the Respondent's ownership occurred solely under the prior owner's control and before the Respondent had legal authority over the property."

The CSFRA prohibits a rent increase where “the Landlord has failed to substantially comply with all provisions of” the CSFRA “and all rules and regulations promulgated by the Committee.” (CSFRA § 1707(f)(1).) A Landlord’s failure to register their property amounts to substantial noncompliance. (CSFRA Regulations, ch. 12, sec. B; see *also*, CSFRA Regulations, ch. 11.) Therefore, any Rent increases imposed at a time that a Landlord has failed to register are unlawful and invalid.

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The CSFRA provides: “If a Landlord demands or retains Rent in excess of the lawful Rent pursuant to this Article, a Tenant may file a Petition to adjust the Rent to its lawful level.” (CSFRA § 1710(d).) “A Landlord who demands, accepts, receives or retains any payment of Rent in excess of the lawful Rent shall be liable to the Tenant in the amount by which the payment or payments have exceeded the lawful Rent” and “the Rent shall be adjusted to reflect the lawful Rent pursuant” to the CSFRA and the Regulations. (CSFRA § 1714(a).) The CSFRA defines “Landlord” as “[a]n owner, lessor, sublessor or any other person entitled to receive Rent for the use and occupancy of any Rental Unit, or an agent, representative, predecessor, or successor of any of the foregoing.” (CSFRA § 1702(j) (emphasis added).)

Taken together, these provisions provide that the Landlord of a Covered Rental Unit owes the Tenant of said Unit the duty to refund any overpayment of Rent in excess of the maximum lawful Rent for said Unit, even if those overcharges were based on the predecessor's imposition of unlawful Rent increases and/or were collected by a predecessor Landlord. The HO Decision reached the same conclusion, which is the correct one:

"Ms. Zhang argued at the Hearing that she and Respondent should not be liable for the acts of the prior owner. The CSFRA imposes its registration provisions upon *Landlords*, stating in Regulations Ch. 11, section B. that '[a] **Landlord** must register every Covered Rental Unit annually by January 31 of each year;' in Section 1707(f) that '[n]o Rent Increase shall be effective if the **Landlord**: (1) Has failed to substantially comply with all provisions of this Article and all rules and regulations promulgated by the Committee...;' and in Regulations, Chapter 12, Table 1, that a Property is not in substantial compliance with the CSFRA unless '4. **Landlord** has registered the property with the Rent Stabilization Program.' (*Emphasis added.*) CSFRA Section 1702(j) defines 'Landlord' as '**An owner**, lessor, sublessor or any other person entitled to receive Rent for the use and occupancy of any Rental Unit, or an agent, representative, predecessor, **or successor of any of the foregoing.**' (*Emphasis added.*) Thus, the language of the CSFRA indicates that a successor owner steps into the shoes of a prior owner. By her own admission, Ms. Zhang and Respondent are successors to the prior owner. Therefore, under the language of the CSFRA, they bear responsibility for the unlawful acts of their predecessor." (HO Decision, at pp. 16-17.)

The Hearing Officer further explained that there is support in California law for imposing liability on a landlord for the acts of a prior owner. Specifically, the Hearing Officer cited case law holding that a new owner is liable for unlawful rent collected by a previous owner when the local rent stabilization ordinance expressly imposes successor liability, as the CSFRA does. (HO Decision, at p. 17 [citing *Baychester Shopping Ctr., Inc. v. San Francisco Residential Rent Stabilization & Arbitration Bd.* (2008) 165 Cal.App.4th 1000].) Based on this, the Hearing Officer concluded as follows: "Since the plain language of the CSFRA imposes successor liability, and Section 1707(f) provides that a rent increase imposed while a Landlord is out of compliance with the CSFRA is unlawful, under California law and the CSFRA, Ms. Zhang and Respondent as successor owners are liable for unlawful rent charged due to failure to register the Property." (*Id.*)

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Despite this, the Appeal appears to imply that the Hearing Officer should have relieved Respondent of said liability because it "acted in good faith to bring the property into compliance after purchase." In essence then, Respondent is arguing for equitable relief.

For one, it is worth noting that while Ms. Zhang testified at the hearing to the efforts taken to bring the Property into compliance with the requirements of the CSFRA, she never asserted any equitable defenses or argued for equitable relief.

More importantly, a Hearing Officer appointed by the Committee to conduct a hearing upon an individual rent adjustment petition authorized by the CSFRA is not a court of equity. While the Hearing Officer may consider legal defenses, neither the CSFRA nor the Regulations authorize a Hearing Officer to fashion an equitable remedy or order equitable relief, except in one limited circumstance.¹ Therefore, even if Respondent had asserted equitable defenses at the time of the hearing, the Hearing Officer still could not have considered such equitable defenses in reaching her decision because the circumstances here do not satisfy the conditions outlined by CSFRA Regulations, ch. 6, sec. J.4.a.

Finally, even if the Hearing Officer were authorized to consider equitable defenses or fashion an equitable remedy, there is no legal or evidentiary basis for concluding that Respondent would be entitled to such a remedy.

California law provides that a Landlord "who is in substantial compliance with an ordinance or charter that controls or establishes a system of controls on the price at which residential rental units may be offered for rent or lease and which requires the registration of rents, or any regulation adopted pursuant thereto, shall not be assessed a penalty or *any other sanction for noncompliance* with the ordinance, charter, or regulation." (Civ. Code § 1947.7(b) (*italics added*)). For these purposes, "substantial compliance" means that the Landlord "*has made a good faith attempt to comply* with the ordinance, charter, or regulation sufficient to reasonably carry out the intent and purpose of the ordinance, charter, or regulation...." (*Id.* (*italics added*); see also *Minelian v. Manzella* (1990) 215 Cal. App. 3d 457, 468 ("Even without considering the argument of the possibility of the landlord's

¹ CSFRA Regulations, ch. 6, sec. J.4.a. provides: "Where there is credible evidence of repeated or continued violations of provisions of the CSFRA or the Regulations by any party, the Hearing Officer may fashion an equitable remedy, including, but not limited to, submittal of rent records and receipts on a quarterly basis." This section applies only where all of the following conditions are met: (1) a decision has been issued on a petition, (2) the decision has become final, (3) one or more of the Parties requests a compliance hearing to resolve an ongoing dispute among the parties as to whether there has been compliance with the decision, and (4) there is credible evidence of repeated or continued violations of the CSFRA or the Regulations by one of the parties.

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substantial compliance (Civ. Code, § 1947.7)...should only a minor violation be involved, our holding places the burden on the landlord, where it properly belongs, to ensure that only the lawful amount of rent is charged.”) In other words, if one chooses to do business as a landlord in a local rent control jurisdiction, one must do the work to find out what the law says.

Respondent puts forth no evidence or argument, either at the hearing or on Appeal, that it made any effort to determine what its obligations would be as a Landlord in Mountain View. In fact, Ms. Zhang admitted at the hearing that at the time that she purchased the Property, she was unaware of the CSFRA or any of the requirements thereunder, and that she only learned of these requirements several months later when Respondent hired a property management company to assist. (Hearing Recording at 02:45:30-02:46:13.) Had Respondent done any research prior to purchasing the Property, it would have learned about the existence of the CSFRA and the potential liabilities it might face by purchasing the Property. Thereafter, Respondent could have requested documentation from the prior owner about its compliance with the requirements of the CSFRA or checked the publicly available database on the division website to determine if the prior owner was in compliance.

And even though Respondent argues on Appeal that it made good faith efforts to comply with the registration requirement after purchasing the Property, that is not what the hearing record shows. As the Hearing Officer explained:

"Finally, with respect to the failure to register in 2022, Ms. Zhang acquired the Property in June 2022, was required to file a registration amendment within 30 days of the change in ownership (see CSFRA Regulations Ch. 11.B.4), and had ample time to register prior to the end of the year, but no evidence was presented that she did so. Therefore, Ms. Zhang and Respondent are *directly* liable for failure to register for 2022, not just as successors to the prior owner." (HO Decision, at p. 17.)

A screenshot from the City's Rent Stabilization Portal reflects that the Property was not registered in either 2021 or 2022.² (HO Exh. #4.) As such, based on the record before her at the time of her decision, it was reasonable for the Hearing Officer to conclude that Respondent failed to exercise due diligence both before and for some time after acquiring the Property from the prior owner.

² On Appeal, Respondent seeks to admit new evidence that the Property was, in fact, registered in 2022. However, Respondent provides no explanation for why said evidence could not have been and was not provided at the time of the hearing. To admit such evidence now would be prejudicial to Petitioners, particularly when Respondent had ample time and opportunity to request such evidence from its property management company and present said evidence before the hearing record was closed. Therefore, the Committee declines to do so.

Ultimately, while the Respondent may feel it is unfair to bear the consequences of its predecessor's acts or omissions, it does not point to any language in the CSFRA, the Regulations, or any other legal authority that would support an exception to this requirement where the failure to comply with the CSFRA started with the prior owner and continued into the current Landlord's tenure. In fact, to read such a requirement into the CSFRA would be unfair and unjust to any Tenant who did not cause or contribute to the error or omissions by their former Landlord. Tenants would lose their right to recover unlawful Rents each time that their Rental Unit was sold or transferred. This is an unduly harsh consequence given that said Tenants often have no control over (or possibly even knowledge of) their Landlords' decision to sell or transfer their property. (See Civ. Code § 1442 (establishing that a "condition involving forfeiture must be strictly interpreted against the party for whose benefit it is created).)

Based on the express language of the CSFRA and her lack of authority to afford Respondent equitable relief, the Hearing Officer did not err in holding that Respondent was liable to Petitioner for unlawful rents collected based on its predecessor-in-interest's failure to register the Property and Affected Unit in 2021 and 2022.

B. The Hearing Officer Did Not Err or Abuse Her Discretion in Holding that Respondent Was Liable for Moisture and Mold Conditions in the Affected Unit.

The Hearing Officer also did not err or abuse her discretion in finding that Respondent was liable for the mold and moisture conditions in the Affected Unit because the hearing record reflects significant delays by Respondent in addressing said conditions.

The CSFRA provides that a Landlord's "[f]ailure to maintain a Rental Unit in compliance with governing health and safety and building codes...constitutes an increase in Rent" and authorizes a Tenant to file a petition for downward adjustment of rent "based on a loss in rental value attributable to the Landlord's failure to maintain the Rental Unit in habitable condition." (CSFRA § 1710(b)(1).) The Tenant must (1) specify the conditions alleged to constitute the failure to maintain the Rental Unit in a habitable condition or the circumstances alleged to constitute a decrease in Housing Services or maintenance, (2) demonstrate that the Landlord was provided with reasonable notice, and (3) demonstrate that the Landlord was provided with a reasonable "opportunity to correct" the conditions forming the basis of the Petition. (CSFRA §§ 1710(b)(2).)

CSFRA § 1711(h) provides "No Petition for Individual Rent Adjustment...shall be granted unless supported by the preponderance of the evidence submitted prior to and at the hearing." Stated plainly then, to prevail on a petition for downward adjustment of rent based on a failure to maintain a habitable premises, a Tenant must demonstrate that it is "more likely true than not true" (i.e., there is a 51 percent likelihood) that (1) a condition exists that constitutes a failure to maintain the unit in a habitable condition, (2) the Tenant provided the Landlord with reasonable notice of said condition, and (3) the Tenant provided the Landlord with an opportunity to **correct** (not just address) the condition.

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Where the Hearing Officer concludes that the Tenant has met their burden of proof as to all three elements and the Landlord appeals the Hearing Officer's conclusions, the Committee is tasked with determining whether substantial evidence in the record supports the Hearing Officer's conclusion(s) that something was "more likely than not true." Substantial evidence is sufficient evidence to support a conclusion that a reasonable mind would deem adequate.

The Appeal contends that Respondent acted within a reasonable timeframe to address the mold and moisture conditions given the scope of the work, contractor availability, weather conditions, and the need to identify root causes, and did not act with willful neglect or refuse to maintain the unit. Such is not the case.

There was ample evidence in the record to support the Hearing Officer's conclusion that Respondent failed to address the mold and moisture conditions throughout the Affected Unit within a reasonable time after receiving notice from Petitioners. As tediously detailed by the Hearing Officer, the record reflects the following delays:

- The mold and moisture conditions **in the bathroom** commenced on December 2, 2022, at which time Petitioners informed Respondent. The bathroom was repaired on April 23, 2025.
- The mold and moisture conditions **in the living room** commenced on February 9, 2023, at which time Petitioners informed Respondent. The living room was remediated as of April 17, 2024.
- The mold and moisture conditions **in the kitchen** commenced on February 9, 2023, at which time Petitioners informed Respondent. At the time of the hearing, on October 30, 2025, the kitchen had not been repaired.
- The mold and moisture conditions **in the bedrooms** commenced on February 9, 2023, at which time Petitioners informed Respondent. One bedroom was remediated as of April 17, 2024, while at the time of the hearing, on October 30, 2025, the other bedroom had not been repaired.
- The mold on the carpet in the children's bedroom commenced as of February 23, 2023, at which time Petitioners informed Respondent. The carpet was replaced with vinyl flooring on April 17, 2024.

These timelines were testified to credibly by the Petitioners at the hearing. They were also supported by documentary evidence, including text exchanges with Ms. Zhang and/or Respondent's maintenance technician, Hector. (Petitioner's Exhs. # 2-3, 8, 10-11, 18, 65-66, 77-79, 88-90.) Most significantly, Ms. Zhang testified at the hearing that she did not contest

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the timelines set out by the Petitioners and believed them to be "mostly accurate." (Hearing Recording, at 02:29:00-02:29:26.)

As the Hearing Officer explained in her decision: "Given the seriousness of the condition in the Affected Unit, the repairs should have been completed no later than *30 days* after Ms. Zhang received notice." (HO Decision, at p. 26.) The timelines above, however, reflect that the repairs were completed no less than 14 months and up to 30 months after Respondent received notice of them. While much shorter delays of one or two months might have been excusable in light of the factors raised by Respondent (e.g., contractor availability, weather conditions, determining the scope of the repairs), the actual delays as established by the record are wholly inexcusable, and do, indeed, demonstrate neglect on the part of Respondent.

In fact, Ms. Zhang admitted at the Hearing that a conscious decision was made not to *timely* remediate the mold and moisture problem throughout the Affected Unit for reasons unrelated to those that Respondent now cites in its Appeal. To quote from the Hearing Officer's decision:

"Ms. Zhang testified that she neither hired a contractor who specialized in mold remediation nor a specialist in mold testing because it would be too expensive. She also stated that she did not address the issues in the Affected Unit immediately because she did not have the funds to do all the repairs. ***While it cannot be said that Ms. Zhang was acting in bad faith, it is her responsibility to maintain habitable rental units for all of her tenants, and regardless of whether she made a bad or unfortunate business decision in purchasing this Property, she is not absolved of that responsibility.*** Rather than avoiding resolving the habitability issues, she could have invested the capital to make the repairs promptly and then filed a Petition for an Upward Adjustment of Rent pursuant to CSFRA Section 1710(a)." (HO Decision, at p. 25 (emphasis added).)

Based on the foregoing as well as additional testimony and documentary evidence in the hearing record, there is substantial evidence to support the Hearing Officer's decision to find Respondent liable for the long-standing moisture and mold conditions in the Affected Unit. Respondent's Appeal puts forth no convincing argument – legal or otherwise – to deviate from the Hearing Officer's decision.

V. Conclusion

As detailed above, the Committee **AFFIRMS** the Decision in its entirety as follows:

- A. The lawful Rent for the Affected Unit is \$2,519.87. Petitioners are entitled to a Rent refund of Nine Thousand Three Hundred Three Dollars and Seventy-Two Cents (\$9,303.72) in unlawful Rent increases collected by Respondent from

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November 1, 2022 through February 1, 2026, as reflected in Attachment 1, Updated Award Schedule, appended to this Appeal Decision.

- B. Petitioners are entitled to a Rent refund of Seventeen Thousand Three Hundred Fifty-Nine Dollars and Sixty-Nine Cents. (\$17,359.69) for the Respondent's failure to maintain the Affected Unit in a habitable condition and the decreases in Housing Services, as reflected in Attachment 1, Updated Award Schedule, appended to this Appeal Decision, plus ongoing rent reduction of Three Hundred Sixty-Two Dollars and Eighty-Six Cents (\$362.86) per month until the mold and moisture in the children's bedroom and kitchen, an ongoing rent reduction of Twenty-Seven Dollars and Twenty-One Cents (\$27.21) per month until the broken closet doors are repaired or replaced, and an ongoing rent reduction of Twenty-Eight Dollars and Thirty-Five Cents (\$28.35) per month until a larger refrigerator was installed in the Affected Unit.
- C. Absent an action for writ of administrative mandamus, the total amount owed to Petitioner from Section A is due and payable to Petitioners immediately. If Petitioner fails to receive a full refund from Respondent within thirty (30) days after this decision becomes final, Petitioner may withhold rent payments until such time Petitioner has withheld a total of amount of the refund due. If Petitioner vacates Property prior to recovering from Respondent the total refund amount, then the remaining balance shall be come immediately due and owing no later than the date on which the Petitioner vacates the Property. In such case, if Respondent fails to provide Petitioner with the remaining balance on or before the date on which Petitioner vacates the Property, Petitioner shall be entitled to a money judgment in the amount of the unpaid payments in an action in court or any other administrative or judicial or quasi-judicial proceeding.
- D. The payments and credits to Petitioner as set forth herein shall be enforceable as to any successor in interest or assignees of Respondent.
- E. Respondent may not issue a rent increase to Petitioners until (a) Petitioners have received from Respondent all amounts ordered by this Decision to be paid and (b) all conditions ordered to be repaired have been satisfactorily repaired. In addition, Respondent may not impose a Rent increase until it has provided written notice to Petitioners of the rent increase at least 30 days in advance of such increase in the manner prescribed by the CSFRA and California law. It should be noted that CSFRA Regulations Ch. 7, Section B.1 requires that a notice in substantially the same form as that promulgated by the Rental Housing Committee must be served on Tenants for all rent increases.
 - 1. In addition to abiding by the requirements of the paragraph above, Respondent may not issue a rent increase for the Affected Unit if Respondent is in violation of any of the provisions set forth in CSFRA Section 1707(f)(1)-(3) and CSFRA Regs. Ch. 12, Section B, which require substantial compliance with the CSFRA and include, among other things, charging only lawful

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amounts of rent, registering the Property annually with the Rent Stabilization Division (see CSFRA Regs. Ch. 11), refunding all unlawfully charged rents for all Tenants, and maintaining the Property in habitable condition according to state law and the CSFRA, including making all repairs ordered hereunder or required by the City Building Department or other department of the City of Mountain View as a result of Multi-Family Housing Program Inspections. Only when Respondent has complied with all of the provisions of this subparagraph and paragraph F, above, may Respondent issue a rent increase, provided that it does so in a manner consistent with the CSFRA and California law.

- F. If a dispute arises as to whether any party to this Appeal has failed to comply with this Appeal Decision, any party may request a Compliance Hearing pursuant to CSFRA Regulations, Chapter 5 Section (J)(1).

Hearing Officer Decision re Unlawful Rent

Month/Year of Rent Payment	Actual Premises Rent Paid	Actual Additional Services Paid	Lawful Rent	Payments in Excess by Petitioner
11/1/2022	\$ 2,645.86	\$ -	\$ 2,519.87	\$ 125.99
12/01/2022	\$ 2,645.86	\$ -	\$ 2,519.87	\$ 125.99
01/01/2023	\$ 2,645.86	\$ -	\$ 2,519.87	\$ 125.99
02/01/2023	\$ 2,645.86	\$ -	\$ 2,519.87	\$ 125.99
03/01/2023	\$ 2,350.00	\$ -	\$ 2,519.87	\$ (169.87)
04/01/2023	\$ 2,645.86	\$ -	\$ 2,519.87	\$ 125.99
05/01/2023	\$ 2,645.86	\$ -	\$ 2,519.87	\$ 125.99
06/01/2023	\$ 2,645.86	\$ -	\$ 2,519.87	\$ 125.99
07/01/2023	\$ 2,645.86	\$ -	\$ 2,519.87	\$ 125.99
08/01/2023	\$ 2,645.86	\$ -	\$ 2,519.87	\$ 125.99
09/01/2023	\$ 2,645.86	\$ -	\$ 2,519.87	\$ 125.99
10/01/2023	\$ 2,645.86	\$ -	\$ 2,519.87	\$ 125.99
11/1/2023	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
12/1/2023	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
01/01/2024	\$ 2,645.86	\$ -	\$ 2,519.87	\$ 125.99
02/01/2024	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
03/01/2024	\$ -	\$ -	\$ 2,519.87	\$ (2,519.87)
04/01/2024	\$ 6,544.45	\$ -	\$ 2,519.87	\$ 4,024.58
05/01/2024	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
06/01/2024	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
07/01/2024	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
08/01/2024	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
09/01/2024	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
10/01/2024	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
11/01/2024	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
12/01/2024	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
01/01/2025	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
02/01/2025	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
03/01/2025	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
04/01/2025	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
05/01/2025	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
06/01/2025	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
07/01/2025	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
08/01/2025	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
09/01/2025	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
10/01/2025	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28

11/01/2025	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
12/01/2025	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
01/01/2026	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
02/01/2026	\$ 2,778.15	\$ -	\$ 2,519.87	\$ 258.28
TOTAL*			\$ 9,303.72	

* The total does not include the potential amounts overpaid after 2/26/2026

Hearing Officer Decision re Failure to Maintain Habitable Premises and Reduction in Housing Services or Maintenance

Habitability/Housing Service Reduction Issue	Month/Year Issue Began	Month/Year Issue Resolved	Number of Months Issue Persisted	Number of Days Issue Persisted	Monthly Rent	Percentage Reduction	Monthly Reduction (\$)	Daily Reduction (\$)	Total Rent Reduction Awarded
Moisture and Mold					\$ -		\$ -	\$ -	\$ -
Children's bedroom and kitchen	3/11/2023	5/31/2023	2	20	\$ 2,519.87	14.4%	\$ 362.86	\$ 11.71	\$ 959.83
	10/1/2023	5/31/2024	7	30	\$ 2,519.87	14.4%	\$ 362.86	\$ 11.71	\$ 2,891.19
	10/1/2025	10/30/2025	0	29	\$ 2,519.87	14.4%	\$ 362.86	\$ 11.71	\$ 339.45
	10/31/2025	2/26/2026	3	26	\$ 2,519.87	14.4%	\$ 362.86	\$ 11.71	\$ 1,392.93
Children's bedroom and kitchen	2/27/2026	TBD	TBD	TBD	\$ 2,519.87	14.4%	TBD	\$ 11.71	TBD
Other bedroom and living room	3/11/2023	5/31/2023	2	20	\$ 2,519.87	14.4%	\$ 362.86	\$ 11.71	\$ 959.83
	10/1/2023	4/17/2024	6	16	\$ 2,519.87	14.4%	\$ 362.86	\$ 11.71	\$ 2,364.45
Bathroom	3/11/2023	4/23/2025	25	12	\$ 2,519.87	7.2%	\$ 181.43	\$ 5.85	\$ 4,606.00
Carpet	6/1/2023	9/30/2023	3	29	\$ 2,519.87	7.2%	\$ 181.43	\$ 5.85	\$ 714.02
Broken Closet Doors	1/1/2023	10/30/2025	33	29	\$ 2,519.87	1.08%	\$ 27.21	\$ 0.88	\$ 923.54
	10/31/2025	2/26/2026	3	26	\$ 2,519.87	1.08%	\$ 27.21	\$ 0.88	\$ 104.47
Broken Closet Doors	2/27/2026	TBD	TBD	TBD	\$ 2,519.87	1.08%	TBD	\$ 0.88	TBD
Refrigerator	NA	NA	NA	NA	NA	NA	NA	NA	NA
Leak Under Sink in Kitchen	NA	NA	NA	NA	NA	NA	NA	NA	NA
Refrigerator	4/19/2024	10/30/2025	18	11	\$ 2,519.87	1.125%	\$ 28.35	\$ 0.91	\$ 520.33
	10/31/2025	2/26/2026	3	26	\$ 2,519.87	1.125%	\$ 28.35	\$ 0.91	\$ 108.82
Refrigerator	2/27/2026	TBD	TBD	TBD	\$ 2,519.87	1.125%	TBD	\$ 0.91	TBD
Inadequate Laundry Facilities	11/1/2022	4/3/2025	29	2	\$ 2,519.87	1.67%	\$ 42.08	\$ 1.36	\$ 1,223.09
Inadequate Trash Containers	11/8/2022	2/18/2023	3	0	\$ 2,519.87	3.33%	\$ 83.91	\$ 2.71	\$ 251.74
TOTAL**									\$ 17,359.69

** The total does not include the potential amounts overpaid after 2/26/2026

*** The highlighted lines show an ongoing issue.

TOTAL REFUND OWED TO PETITIONER† \$ 26,663.41

Credit Schedule

Month/Year of Rent Payment	Unpaid Rent		Total Payment to be Paid by Petitioner
	Owed to Landlord	Rent Credited to Petitioner	
03/01/2026	\$ 2,519.87	\$ 2,519.87	\$ -
04/01/2026	\$ 2,519.87	\$ 2,519.87	\$ -
05/01/2026	\$ 2,519.87	\$ 2,519.87	\$ -
06/01/2026	\$ 2,519.87	\$ 2,519.87	\$ -
07/01/2026	\$ 2,519.87	\$ 2,519.87	\$ -
08/01/2026	\$ 2,519.87	\$ 2,519.87	\$ -
09/01/2026	\$ 2,519.87	\$ 2,519.87	\$ -
10/01/2026	\$ 2,519.87	\$ 2,519.87	\$ -
11/01/2026	\$ 2,519.87	\$ 2,519.87	\$ -
12/01/2026	\$ 2,519.87	\$ 2,519.87	\$ -
1/01/2027	\$ 2,519.87	\$ 1,464.71	\$ 1,055.16
TOTAL***		\$ 26,663.41	

*** The total does not include the potential amounts overpaid after 2/26/2026

Refund Schedule

Month/Year Refund Due	Overpayment Type	Refund Due
03/01/2026		\$ 26,663.41
TOTAL		\$ 26,663.41