

Tentative Appeal Decision
Petitions C23240081 and C23240082

Rental Housing Committee
Tentative Appeal Decision

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

I. Summary of Proceedings

Initial Petition

On July 17, 2024, Tenant Daniel Kelley ("**Petitioner**") filed a petition for downward adjustment of rent ("**Petition**") (Hearing Officer Exhibits #1A, #1B) related to the property located at 169 Castro Street, Unit ■, Mountain View. The Property is owned by 171 Castro Property LLC ("**Respondent**"), and Respondent was represented by Etan Z. Fraser ("**Respondent Counsel**"). Petitioner and Respondent are collectively referred to herein as the "**Parties**". On July 23, 2024, a Notice of Prehearing Meeting and Hearing Date was issued with a hearing date initially scheduled for September 18, 2024 (Hearing Officer Exhibit #3). On September 4, 2024, Respondent Counsel requested a postponement which was granted. Pursuant to a Notice of Postponed Prehearing Meeting and Hearing Date dated September 10, 2024, the hearing was rescheduled for September 25, 2024 (Hearing Officer Exhibit #5). The Parties appeared at the September 25 hearing, but Respondent Counsel was not available for more than one hour. Pursuant to a Notice of Further Hearing dated September 26, 2024, a second hearing was scheduled for October 1, 2024 (Hearing Officer Exhibit #10).

The Petition requested a downward adjustment of rent on the basis that Respondent had (1) failed to maintain a habitable Unit by failing to maintain safe and secure common areas and failing to safeguard Petitioner's privacy and safety; (2) had decreased housing services by failing to fix automatically closing and locking doors to common areas in the apartment building; and (3) unlawfully increased Petitioner's Rent by failing to roll back Petitioner's Rent as required by the Community Stabilization and Fair Rent Act ("**CSFRA**").

On August 14, 2024, the Hearing Officer held a pre-hearing conference via Zoom. Petitioner and Respondent Counsel attended the pre-hearing conference. The Hearing Officer explained the need for the submission of additional documentary evidence as well as the names of witnesses for Respondent and Petitioner. The Hearing Officer and the Parties also discussed the administrative procedure that would be followed at the Hearing. The Hearing Officer issued a Prehearing Summary and Order on August 15, 2024 (Hearing Officer Exhibit #6).

The first part of the Hearing was held on September 25, 2024, and the second part of the Hearing was held on October 1, 2024, both via Zoom. Petitioner and Respondent Counsel were present. The Hearing Record was held open until the close of business on October 15, 2024. The Hearing Officer issued and served her decision on December 16, 2024 ("**HO Decision**").

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." Regulation Chapter 5 Section H(5)(a) provides that the RHC "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 of the decision.

A timely appeal of the Decision was submitted by the Respondent on December 31, 2024 ("**Appeal**").

II. Summary of Hearing Officer Decision

The Hearing Officer issued a detailed decision on the Petition summarizing the evidence and making findings of fact and conclusions of law. The Hearing Officer found the following:

1. Petitioner provided adequate notice to the prior owner of the Property ("**Prior Owner**") of Petitioner's complaints, and Petitioner's failure to provide adequate notice to Respondent is excused by the lack of transparency on behalf of Respondent.
2. Respondent's real estate agent, Ms. Kim, was an apparent agent for Respondent, and thus service to Ms. Kim was proper.
3. Pursuant to the CSFRA, Respondent is liable for the actions of the Prior Owner.
4. Petitioner did not sign an Estoppel Certificate and did not waive any CSFRA rights.
5. Respondent failed to roll back Petitioner's Rent pursuant to CSFRA Section 1707(a)(3), and Petitioner is entitled to a rent refund of \$12,039.72 covering the period from December 23, 2016, through June 1, 2024, plus any excess rent paid over \$1,525.00 per month for each subsequent month.
6. Respondent's failure to maintain the security of the exterior doors resulted in a reduction in housing services. Petitioner is entitled to a reduction in rent from Petitioner's lawful rent of \$1,525.00 to \$1,372.50, and Petitioner is entitled to a rent refund of \$4,880.00. Respondent may only collect \$1,372.50 per month from July 1, 2024, until the security condition is fixed.
7. Petitioner is entitled to \$5,200 in damages for electrical meter overbilling.
8. Petitioner is not entitled to any reduction in rent for Petitioner's privacy infringement claims.
9. In sum, Respondent shall refund Petitioner a total of \$22,119.72 for failure to roll back rents, for electrical meter overbilling, and for a reduction in Petitioner's housing services.

III. Appealed Elements of Hearing Officer Decision

Regulation 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 Petitioner. The Appeal Decision regarding each appealed element is provided in Section IV of this Appeal Decision.

The Appellant-Respondent raised the following 3 issues on appeal:

- A. **The Hearing Officer erred in finding a reduction in housing services related to the self-closing or self-locking exterior doors.** Respondent asserts the front exterior door never had a self-closing mechanism and the upstairs door did not have a self-locking mechanism, thus there has been no reduction in housing services and the award of reduced rent on this basis should be reversed.
- B. **The Hearing Officer erred in finding that Petitioner had been overcharged due to the electrical meter error.** Respondent contends that Petitioner had been paying a different Unit's electricity bill, while the Respondent had been paying Petitioner's electricity bill.
- C. **The Hearing Officer's entire decision should be reversed because Petitioner improperly served Petition on Ms. Kim.** Respondent asserts Petitioner had the proper contact information for the Landlord at the time he filed the Petition.

IV. Decision Regarding Appealed Elements

- A. **The Hearing Officer did not err in finding a reduction in housing services related to the self-closing and self-locking exterior doors.**

The Hearing Officer did not err in finding a reduction in housing services related to the lack of self-closing and self-locking exterior doors.

Pursuant to CSFRA Section 1710(c) a "decrease in Housing Services or maintenance" is the "deterioration of the Rental Unit beyond ordinary wear and tear, without a corresponding reduction in Rent. Housing Services "include, but are not limited to, repairs, maintenance...and any other benefit, privilege or facility connected with the use or occupancy of any Rental Unit." (CSFRA Section 1702(h)). The definition of housing services is broader than what a landlord is legally required to provide in order to maintain a habitable unit. (For example, if an apartment complex had a pool and the landlord removes the pool without a corresponding decrease in rent, this would constitute decrease in housing services even though a landlord does not have a statutory or regulatory obligation to ensure tenants have access to a pool.)

The Hearing Officer notes that her decision to award a rent decrease for the exterior door security issue is not a habitability claim, but a reduction in housing services issue. (HO Decision, page 14).

Respondent argues in the Appeal, that "no evidence" was submitted proving that the any door had a self-closing mechanism. However, Petitioner accounted on numerous occasions both in his Petition and in his testimony during the hearing that the doors previously had self-closing mechanisms, and that as a result of the Prior Owner's actions, the doors leading to the common areas of the apartment building no longer have reliable self-closing or self-locking mechanisms. Petitioner writes: "[t]he front door began to stick and the back door no longer closed automatically. During construction by [Prior Owner's] crew, the doors became even less secure. They painted over the hydraulic door closer downstairs, which made it stick even more, and removed the hydraulic closer from the back door." (Hearing Officer Exhibit #1A). The main entrances to the building, as Petitioner testifies, were rekeyed and the front door now contains a key code locking mechanism where short-term tenants receive a code to open the building. Petitioner testifies that

this new key code locking system can be disabled from the inside of the building by leaving the knob in a “vertical” position – and Petitioner submitted numerous pictures in the Hearing Record of the front door being left in this unlocked position.

It is important to note that Respondent did not refute any of Petitioner’s statements about the previously self-closing exterior doors during the Hearing. Respondent asserts that they acquired the Property “as-is” and was not aware of the self-locking, self-closing exterior doors. (Respondent Exhibit #2). Respondent argues that if only the tenants would properly close and lock the doors, there would be no security issue. However, this argument does not negate a landlord’s duty, pursuant to the CSFRA, to either maintain a tenant’s housing services (excluding ordinary wear and tear) or to decrease housing services and provide a corresponding decrease in rent. Here, the Respondent has a duty to maintain a similar level of security in the form of self-closing and self-locking doors or offer Petitioner a decrease in Rent to compensate. Respondent has done neither.

Petitioner also submitted ample evidence of the impact of the less-secure exterior doors, including testimony and additional documentation of incidents with non-tenants entering the apartment complex and causing Petitioner to fear for his personal safety.

The Hearing Officer is charged with making decisions based on the preponderance of evidence—she must decide, given the evidence, what is more likely true than not true. Here, the Hearing Officer did not err in weighing Petitioner’s evidence against Respondent’s lack of evidence and finding that the apartment complex once had self-closing doors, but due to the Prior Owner’s and Respondent’s lack of attention to the exterior security door issue, the Petitioner experienced a decrease in housing services.

B. The Hearing Officer should request and review additional evidence to more accurately determine the proper damages that should be awarded related to inaccurate electricity meter.

Respondent argues that the Hearing Officer’s award of \$5,200 (or \$200/month for 26 months) should be reversed because Petitioner did not supply proof that he was overpaying utilities. Respondent argues that Hearing Officer erred when she stated in the HO Decision that “all parties agreed there was an electricity meter mix-up.” (Appeal, page 3). Respondent contends that the use of the word “mix -up” means, without offering further proof, that Petitioner’s electrical meter was switched for a different unit. Respondent overstates what can be reasonably concluded from the evidence provided in the Hearing Record.

Petitioner alleges in the Petition that in 2023, Petitioner discovered that his PG&E meter “had been hooked up to supply Unit 3 which was divided into two units.” (Hearing Officer Exhibit #1, page 21). Petitioner provides text messages with a neighbor that lived in Unit 3 which show the neighbor was instructed by Prior Owner to pay PG&E for Unit 5 instead of Unit 3. (Id). The neighbor believed they were paying the wrong unit, but that the Prior Owner solved the problem with PG&E directly. (Petitioner Exhibit #6D).

During the Hearing, Petitioner noted that his meter was “supplying both [his] Unit and an additional unit” and the meter has been accounting for both his Unit and additional unit(s) for “years now.” (September 25 Hearing Recording, approx. 10:30). Petitioner asserts the spikes in energy usage are attributable to the periods of time when individuals are staying in the short-term rental units where Petitioner is paying the electric bills.

Throughout the Hearing, the only other references to the electrical problem include Parties conversing about the responsiveness of Respondent in fixing the electrical issue, instead of discussing the nature of

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the electrical issue itself. The only evidence submitted by Respondent relating to the nature of the electrical issue is the August 16, 2024, invoice sent by the contractor hired to fix the electrical issue. (Respondent Exhibit #5). The contractor “replace[d] breakers for 3 units to make meter reading more accurate for owners.” (Id).

This invoice alone does not provide clarity on whether Petitioner was indeed paying for additional units, or whether Petitioner was paying a different unit, while someone else (be it another tenant or Respondent) is paying Petitioner’s electrical bills. The electrician was not called as a witness for either Hearing, and no party provided any evidence of paid electrical bills.

Respondent also argues that Petitioner’s evidence “indicat[es] that he has actually been saving on utilities” in reference to a purple line depicted on Petitioner’s PG&E energy usage screenshots. (Petitioner Exhibit #23). However, it is unclear whether this purple line depicts average energy usage as Respondent asserts or is, perhaps, the average temperature of a given day in the month. Regardless of whether Petitioner was paying for less electrical usage than average, if Petitioner was paying more than Petitioner’s usage or was incorrectly paying for different units due to Prior Owner’s renovation actions, Petitioner may be entitled to some form of relief.

Petitioner and Respondent are in agreement that Petitioner should not be paying for any electrical usage other than his own. However, in order to determine an accurate amount of damages or reduced rent, further evidence is required to make an informed, fair decision.

As such, the RCH remands the decision as it relates to the inaccurate electrical metering of Petitioner’s Unit to the Hearing Officer for the purposes of determining the following factual and legal questions:

- What was the nature of the electrical “mix-up”? Was Petitioner paying for a different unit(s) in *addition* to paying his own electrical bills or *instead of* his bills? If Petitioner’s electrical meter was switched with another unit(s), who was paying for Petitioner’s electricity usage?
- How much was Petitioner paying, on average, before the meter “mix up”? How much was Petitioner paying each month during the meter “mix up” until the meters were fixed in August 2024?
- If a third party was paying Petitioner’s electric bills, how much was this third party paying each month during the meter “mix up”?
- What is the specific CSFRA basis (decrease in housing services, failure to maintain habitable unit, etc.) for which relief can be granted to Petitioner for the inaccurate electrical metering?

The RHC recommends gathering additional testimonial evidence, as well as copies of electrical bills, subpoenaing PG&E if necessary, and speaking to appropriate experts regarding the issue with the electrical meters at Petitioner’s Unit.

C. The Hearing Officer did not err in finding that service was proper on Ms. Kim who had apparent authority to act on behalf of Respondent.

The Hearing Officer did not err in finding that service was proper on Ms. Kim, apparent agent acting on behalf of Respondent.

The Hearing Officer, upon reviewing the evidence submitted to the Hearing Record, found that Ms. Kim had apparent authority to act on behalf of Respondent. Although Ms. Kim did not have actual authority to act on behalf of the Respondent in property management matters, Petitioner reasonably believed that Ms. Kim was a proper point of contact to serve the Petition. Apparent authority arises when a third party (Petitioner) reasonably infers that the agent (Ms. Kim) may act on behalf of the principal (Respondent).

Here, Ms. Kim was Petitioner's first point of contact regarding the sale of the Property and the transition from Prior Landlord to Respondent. (See Respondent Exhibit #2, Exhibit A). When Petitioner first asked Ms. Kim for the contact information of the new owners on April 13, 2024, Ms. Kim did not provide the requested contact information but instead asked to share Petitioner's phone number with Respondent. (Petitioner Exhibit #19). Petitioner testified that Ms. Kim provided Petitioner information about how and where Petitioner will be paying rent (October 1, 2024 Hearing Record; approx. 44:40). See also Exhibit A, Respondent Exhibit #2 ("Ms. Kim: 'I introduced myself to you hoping to understand more about your tenancy situation and to inform change of ownership and where to send rent check to...etc.'"). In exchanging emails with Ms. Kim, Petitioner stated that Ms. Kim is "the only one who has reached out to me personally about the new ownership, where to pay rent, asked for my contact information for the LLC, CC'd the landlord on important emails about paying rent, and asked me to get in touch with you if I had any questions." (Respondent Exhibit #2, Exhibit A).

The Hearing Officer properly weighed these pieces of evidence against the evidence that supports the fact that Ms. Kim did not have actual authority to act on behalf of Respondent, including emails from Ms. Kim where she states she "was the agent only representing the Buyer side" (Respondent Exhibit #2, Exhibit A); and that she is "not involved in property management for this property." (Id).

Apparent authority analysis turns on whether it was reasonable for the third-party to believe the apparent agent had authority to act on behalf of the principal. Here, Hearing Officer weighed the evidence presented and found that Petitioner believed Ms. Kim was acting in a capacity that was broader than simply representing the Respondent in the acquisition. Petitioner reasonably believed Ms. Kim was also acting in a property management capacity.

Note that Ms. Kim did share Respondent's contact e-mail address and the physical address of the property management company in an email to Petitioner on July 14, 2023 (Respondent Exhibit #2, Exhibit A) – three days prior to Petitioner filing and serving the Petition. However, the CSFRA Regulations do not require that a Petitioner provide notice to the *best-situated* party. Petitioner could have served the Petition to the property management company, the Respondent, or, as Petitioner did here, the contact he believed was responsible for property management at the Property.

It is also important to note that Respondent, as an incoming landlord, has a legal duty to disclose certain information (such as the identity of the owner, a name, telephone number, a physical address for personal service, the authorized property manager or other individuals authorized to act for and on behalf of the owner, the contact information of where rent payments shall be made, the form in which rent is to be paid, and a copy of the rental agreement or lease) to Petitioner, as existing tenant, within 15 days of succeeding the previous owner. See California Civil Code Sections 1962(a), 1962(c). Respondent succeeded Prior Owner on April 11, 2024. By April 26, 2024, Respondent or Respondent's agent should have disclosed all the requisite identifying information to Petitioner. According to Petitioner's testimony and evidence, Respondent never provided this information to Petitioner. Respondent did not dispute Petitioner's testimony during the hearing or offer any contrary evidence to show Petitioner was provided accurate

information within 15 days of acquisition. As Respondent Counsel remarked, Respondent may not be the most sophisticated property owner (October 1 2024 Hearing Record, approx. 52:30). However, this does not negate Respondent's duty under state law to provide the required information to tenants upon acquisition of the Property.

Further note that the provision of proper service serves a due process function. Any party that may oppose a Petition deserves the right to be notified of the charges levied against them. As the Hearing Officer noted during the Hearing, Ms. Kim promptly forwarded the Petition to the Respondent who has not been deprived of their ability to review the claims and evidence filed with the Petition, respond and provide its own evidence, appear at all prehearing and hearing meetings, and submit an appeal.

V. Conclusion

As detailed above, the RHC denies the appeal and affirms the HO Decision as it relates to appealed elements Numbers 1 and 3, and the RHC remands the HO Decision on appealed element Number 2 for further review:

1. The Petitioner is entitled to a downward adjustment of rent to the correctly calculated Base Rent of \$1,525.00 on the basis that Respondent gave improper rent increases in May 2016, November 2016, and May 2017 which was not rolled back and thereafter improperly imposed rent increases in 2018.
2. Respondent shall refund to Petitioner \$13,100.52 in unlawfully collected rent from December 23, 2016, through February 2025 as reflected in Attachment 1, Updated Award Schedule, appended to this Appeal Decision, plus any Rent paid in excess of the lawful Rent of \$1,525.00 for each month thereafter.
3. Respondent shall refund Petitioner the amount of \$6,100.00 for a decrease in housing services due to failure to maintain the self-closing and self-locking mechanisms of the exterior doors from November 1, 2021 through February 2025 as reflected in Attachment 1, Updated Award Schedule appended to this Appeal decision plus any additional related amount for each month thereafter until such time as the housing services are restored.
4. The Petition is remanded back to the Hearing Officer for the sole issue of determining whether Petitioner was paying electricity charges for his own rental Unit as well as electricity charges for other units or if Petitioner was paying electricity charges for a unit different from his Unit. If the Hearing Officer determines that Petitioner was only paying electricity charges for a unit that was not his but for multiple units, then the Hearing Officer shall determine whether that fact represented an unlawful rent increase.
5. The total amount owed to Petitioner pursuant to this Appeal Decision is \$19,200.52. The \$19,200.52 is due and payable to Petitioner immediately. If Petitioner does not receive the amounts owed pursuant to this Appeal Decision within thirty (30) days of this decision becoming final, Petitioner shall be entitled to withhold rent payments until such time as Petitioner has withheld the full amount owed, less any sums Respondent has paid directly to Petitioner. Attachment 1, Award Schedule, sets forth a corrected Credit Schedule setting forth the amounts Petitioner may withhold, provided, however, such Credit Schedule may be revised should the Respondent restore the self-closing and self-locking mechanisms of the exterior doors, in which

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event the rent credits shall be based on the base rent of \$1,525 rather than \$1,372. If the amounts owed to Petitioner are not paid, 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. Respondent is not entitled to any rent increase to Petitioner until Petitioner has received all amounts owed to Petitioner pursuant to this Appeal Decision.

6. The payments and credits to Petitioner as set forth herein shall be enforceable as to any successor in interest or assignees of Respondent.
7. 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 Base Rent

| Month/Year of Rent Payment | Actual Premises Rent Paid | Actual Additional Services Paid | Concessions Used |
|----------------------------|---------------------------|---------------------------------|------------------|
| 10/2015 | \$ 1,525.00 | \$ - | \$ - |
| BASE RENT | | | \$ 1,525.00 |

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 |
|----------------------------|---------------------------|---------------------------------|-------------|----------------------------------|
| Dec 23-31, 2016 | \$ 508.06 | \$ - | \$ 442.74 | \$ 65.32 |
| Jan-17 | \$ 1,750.00 | \$ - | \$ 1,525.00 | \$ 225.00 |
| Feb-17 | \$ 1,750.00 | \$ - | \$ 1,525.00 | \$ 225.00 |
| Mar-17 | \$ 1,750.00 | \$ - | \$ 1,525.00 | \$ 225.00 |
| Apr-17 | \$ 1,750.00 | \$ - | \$ 1,525.00 | \$ 225.00 |
| May-17 | \$ 1,925.00 | \$ - | \$ 1,525.00 | \$ 400.00 |
| Jun-17 | \$ 1,925.00 | \$ - | \$ 1,525.00 | \$ 400.00 |
| Jul-17 | \$ 1,600.00 | \$ - | \$ 1,525.00 | \$ 75.00 |
| Aug-17 | \$ 1,600.00 | \$ - | \$ 1,525.00 | \$ 75.00 |
| Sep-17 | \$ 1,600.00 | \$ - | \$ 1,525.00 | \$ 75.00 |
| Oct-17 | \$ 1,600.00 | \$ - | \$ 1,525.00 | \$ 75.00 |
| Nov-17 | \$ 1,600.00 | \$ - | \$ 1,525.00 | \$ 75.00 |
| Dec-17 | \$ 1,600.00 | \$ - | \$ 1,525.00 | \$ 75.00 |
| Jan-18 | \$ 1,600.00 | \$ - | \$ 1,525.00 | \$ 75.00 |
| Feb-18 | \$ 1,600.00 | \$ - | \$ 1,525.00 | \$ 75.00 |
| Mar-18 | \$ 1,600.00 | \$ - | \$ 1,525.00 | \$ 75.00 |
| Apr-18 | \$ 1,600.00 | \$ - | \$ 1,525.00 | \$ 75.00 |
| May-18 | \$ 1,600.00 | \$ - | \$ 1,525.00 | \$ 75.00 |
| Jun-18 | \$ 1,600.00 | \$ - | \$ 1,525.00 | \$ 75.00 |
| Jul-18 | \$ 1,600.00 | \$ - | \$ 1,525.00 | \$ 75.00 |
| Aug-18 | \$ 1,600.00 | \$ - | \$ 1,525.00 | \$ 75.00 |
| Sep-18 | \$ 1,600.00 | \$ - | \$ 1,525.00 | \$ 75.00 |
| Oct-18 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Nov-18 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Dec-18 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Jan-19 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Feb-19 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Mar-19 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Apr-19 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| May-19 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Jun-19 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Jul-19 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Aug-19 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Sep-19 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Oct-19 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Nov-19 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Dec-19 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Jan-20 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Feb-20 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Mar-20 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Apr-20 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| May-20 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Jun-20 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Jul-20 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Aug-20 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Sep-20 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Oct-20 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Nov-20 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Dec-20 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Jan-21 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Feb-21 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Mar-21 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Apr-21 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| May-21 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Jun-21 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Jul-21 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Aug-21 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Sep-21 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Oct-21 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Nov-21 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Dec-21 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Jan-22 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Feb-22 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Mar-22 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Apr-22 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| May-22 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Jun-22 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |

| Month/Year of Rent Payment | Actual Premises Rent Paid | Actual Additional Services Paid | Lawful Rent | Payments in Excess by Petitioner |
|----------------------------|---------------------------|---------------------------------|-------------|----------------------------------|
| Jul-22 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Aug-22 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Sep-22 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Oct-22 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Nov-22 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Dec-22 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Jan-23 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Feb-23 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Mar-23 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Apr-23 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| May-23 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Jun-23 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Jul-23 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Aug-23 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Sep-23 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Oct-23 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Nov-23 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Dec-23 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Jan-24 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Feb-24 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Mar-24 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Apr-24 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| May-24 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Jun-24 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Jul-24 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Aug-24 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Sep-24 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Oct-24 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Nov-24 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Dec-24 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Jan-25 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| Feb-25 | \$ 1,657.60 | \$ - | \$ 1,525.00 | \$ 132.60 |
| TOTAL* | | | | \$ 13,100.52 |

* The total does not include the potential amounts overpaid after Feb. 2025

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 |
|--|------------------------|---------------------------|----------------------------------|--------------------------------|--------------|----------------------|------------------------|----------------------|------------------------------|
| Building security | 11/1/2021 | 2/28/2025 | 40 | 0 | \$ 1,525.00 | 10% | \$ 152.50 | \$ 5.08 | \$ 6,100.00 |
| Electricity meters | 5/1/2022 | TBD | TBD | 0 | \$ 1,525.00 | 0% | TBD | TBD | TBD |
| Privacy | NA | NA | 0 | 0 | \$ 1,525.00 | 0% | - | - | - |
| Security doors | 3/1/2025 | TBD | TBD | TBD | \$ 1,525.00 | 0% | \$ 152.50 | \$ 5.08 | TBD |
| TOTAL** | | | | | | | | | \$ 6,100.00 |

** The total does not include the potential amounts overpaid after 2/28/2025

TOTAL REFUND OWED TO PETITIONER \$ 19,200.52**

Credit Schedule

| Month/Year of Rent Payment | Unpaid Rent Owed to Landlord | Rent Credited to Petitioner | Total Payment to be Paid by Petitioner |
|----------------------------|------------------------------|-----------------------------|--|
| 3/2025 | \$ 1,372.50 | \$ 1,372.50 | \$ - |
| 4/2025 | \$ 1,372.50 | \$ 1,372.50 | \$ - |
| 5/2025 | \$ 1,372.50 | \$ 1,372.50 | \$ - |
| 6/2025 | \$ 1,372.50 | \$ 1,372.50 | \$ - |
| 7/2025 | \$ 1,372.50 | \$ 1,372.50 | \$ - |
| 8/2025 | \$ 1,372.50 | \$ 1,372.50 | \$ - |
| 9/2025 | \$ 1,372.50 | \$ 1,372.50 | \$ - |
| 10/2025 | \$ 1,372.50 | \$ 1,372.50 | \$ - |
| 11/2025 | \$ 1,372.50 | \$ 1,372.50 | \$ - |
| 12/2025 | \$ 1,372.50 | \$ 1,372.50 | \$ - |
| 1/2026 | \$ 1,372.50 | \$ 1,372.50 | \$ - |
| 2/2026 | \$ 1,372.50 | \$ 1,372.50 | \$ - |
| 3/2026 | \$ 1,372.50 | \$ 1,372.50 | \$ - |
| 4/2026 | \$ 1,372.50 | \$ 1,358.02 | \$ 14.48 |
| TOTAL*** | | \$ 19,200.52 | |

*** The total does not include the potential amounts overpaid after 2/28/2025