

**CITY OF MOUNTAIN VIEW RENTAL HOUSING COMMITTEE
HEARING OFFICER'S WRITTEN DECISION
PURSUANT TO REGULATION CHAPTER 5, SEC. F
UNDER THE COMMUNITY STABILIZATION AND FAIR RENT ACT ("CSFRA")**

Rental Housing Committee Case Nos.:	C23240081 and C23240082 (Petition A and Petition B)
Property Address:	169 Castro St.
Affected Units:	■
Petitioner Tenant Name(s):	Daniel Kelley
Respondent /Owner Name(s)	171 Castro Property LLC by their representative Etan Z. Fraser, Esq.
Hearing Officer:	E. Alexandra DeLateur
Date of Pre-Hearing Conference:	August 14, 2024
Date of Hearing:	September 25, 2024 at 1:00 p.m. & October 1 at 2:30 p.m. (Zoom)
Date of Mailing:	(See Attached Proof of Service)

I. STATEMENT OF THE CASE *[Procedural history of the case]*

1. The petition in the above case (the "Petition") was filed by Daniel Kelley ("Petitioner") on or about June 17, 2024. A Notice of Acceptance along with the Follow-Up Information was served on July 17, 2024.
2. A Notice of Prehearing Meeting and Hearing Date was served on July 23, 2024 along with a Hearing Information sheet, assigning E. Alexandra DeLateur as the hearing officer and setting a Hearing on September 18, 2024 with a Prehearing Meeting on August 14, 2024.
3. On or about September 4, 2024, Counsel for the Respondent requested a postponement of the hearing which was granted. A Notice of Postponed Prehearing Meeting and Hearing Date was served on September 10, 2024, setting a Hearing on September 25, 2024.
4. On or about July 15, 2024, 171 Castro Property LLC ("Respondent") filed a response form and on or about July 10, 2024, Respondent filed a Representative Authorization form designating Etan Fraser, Esq. as their representative for this hearing process.
5. Petitioner and Mr. Fraser appeared at the Prehearing Meeting on August 14, 2024. A Prehearing Summary and Order was served on all parties on August 15, 2024.
6. The parties appeared at the hearing on September 25, 2024 where witnesses were sworn in and provided testimony. Counsel for the Respondent was not available for more than one hour due to a calendaring issue.
7. A Notice of Further Hearing was served on the parties on September 26, 2024 setting the second hearing on October 1, 2024.

8. A second hearing was held on October 1, 2024 to complete the evidentiary record. Petitioner and Mr. Fraser appeared without any other witnesses. However, the Hearing Officer requested additional evidence, and the record was held open through October 15, 2024 as stated at the conclusion of the hearing.
9. A Post-hearing Order was served on October 14, 2024 holding open the record and providing the parties with an opportunity to submit additional documents for consideration.
10. Both parties submitted documents into the record prior to the close of the record.
11. The hearing record closed on October 15, 2024.

II. PARTIES WHO ATTENDED THE HEARING

The following persons attended the Hearings:

Petitioner(s): (“Tenant” of “Petitioner”) Daniel Kelley

Respondent(s): Etan Z. Fraser, Esq. (“Landlord” or “Respondent”)

September 25, 2024 only: Mr. Dylan Nguyen, Principal of Anchor Property Management
Ms. A■■■■ K■■■ of Hancock Commercial Real Estate Group

Joann Pham, Analyst I, Rent Stabilization Division, City of Mountain View

III. WITNESSES

Mr. Kelley, Mr. Nguyen, and Ms. K■■■ were sworn in and presented testimony and evidence at the hearings.

IV. SUMMARY OF THE ARGUMENTS

On or about April 20, 2015, Petitioner commenced his tenancy at 169 Castro St. ■■■, Mountain View, California (“Unit”). Petitioner’s arguments for relief under the CSFRA fall into two categories: Petition A asserts that there was no rollback of rent as required by the CSFRA causing the Respondent to collect unlawful rent, and Petition B asserts certain conditions affecting unmet maintenance and habitability of the Petitioner’s Unit ■■■ which caused him harm. The conditions most concerning to Petitioner affected his feeling of invasion of privacy and insecurity as a tenant in a building that is situated on a busy street and includes other units that are used as short-term rentals.

Respondent’s arguments include an assertion that this CSFRA hearing process was premature against Respondent (current owner) since the transfer of ownership occurred just prior to the filing of this Petition, thereby preventing Respondent from having a reasonable opportunity to address the tenant’s concerns prior to Petitioner filing with the CSFRA program. Second, Respondent argued that the Petition was not properly served on a representative of the Respondent. Third, the Respondent argues that their liability under

the law should be limited to actions and rent transactions during their ownership period, not for a tenant's issues with a prior owner. Lastly, Respondent argues that a Tenant Estoppel Certificate ("Estoppel") presented to Respondent during the sale transaction in April 2024 prevents this Petitioner from asserting any claims against them because of the waiver language included in the Estoppel. The Respondent stated that despite these arguments, their intent is to follow the CSFRA and deal fairly with their tenants, including fixing issues that were not addressed by the prior owner.

Petitioner responded by stating that he had never signed the Estoppel because he had specific and ongoing issues with the prior owner, A [REDACTED] C [REDACTED], and did not want to waive those claims. Petitioner asserted that he served Ms. K [REDACTED] because she appeared to be representing the new owner and be involved in managing the property. Furthermore, he had no information on how to reach the new owner. He also presented evidence of emails and other communications with persons that he believed were the appropriate persons to respond to his concerns, including A [REDACTED] C [REDACTED], Dylan Nguyen, and A [REDACTED] K [REDACTED] to show that several people had actual knowledge of his concerns. Overall, Petitioner stated that he would like a downward adjustment of rent and to stay in the Unit in the building with secure doors to feel safe.

Burden of Proof for Tenant Petitions:

The Petitioner bears the burden of proof regarding the Petition's request for relief by a preponderance of the evidence. *CSFRA Regulations, Chapter 5, Sections G, subsections (2) and (3)*.

Evidence Presented:

A list of exhibits is attached as Attachment 1 and incorporated herein. There being no sustained objections to the evidence presented by the parties, all evidence that was offered was admitted into the record.

V. ISSUES PRESENTED

A. Preliminary issues:

- i. Was the filing of the Petition with the Rent Stabilization Division premature?
- ii. Was service on Ms. A [REDACTED] K [REDACTED] proper service of the Petition on Respondent?
- iii. Is the Respondent liable for actions, collection of unlawful rents, or transactions between the Petitioner and Mr. C [REDACTED] (prior owner) in violation of the CSFRA which occurred prior to April 11, 2024?
- iv. Did the Estoppel document allegedly signed by Petitioner waive any claims under the CSFRA against Respondent?
- v. How can a landlord increase a tenant's rent which is below market?

- B. Did Respondent accept unlawful rents from Petitioner due to a failure to roll back rent or for lack of substantial compliance with the CSFRA?

- C. Is Respondent liable for any failure to address maintenance or habitability issues in violation of the CSFRA and, if so, what are the appropriate damages?

VI. FINDINGS OF FACT SUPPORTING THIS DECISION

1. Petitioner has resided in the Unit as their primary residence for at least twelve (12) months.
2. The Unit is a fully covered unit within the City of Mountain View for the purposes of the CSFRA.
3. The parties stipulated that Petitioner entered into a Lease (“Lease”) which created a tenancy starting April 20, 2015 between Petitioner and [REDACTED] and [REDACTED]. A copy of the first page was submitted into evidence, but no full copy of the Lease was provided by either party in response to the hearing officer’s request. Petitioner stated that he did not have a copy, and the Respondent simply referred to the one page that was attached to the Certificate of Estoppel.
4. According to the Petition and proof of payments, the monthly rent for Petitioner’s Unit was \$1,525.00 on October 19, 2015.
5. At the time of filing the Petition, the rent for Petitioner’s Unit was \$1,657.60 per month.
6. The lawful Base Rent for this unit is \$1,525.00 per month, which is the rent demanded and paid to the landlord (a prior owner) on October 19, 2015.
7. On or about April 11, 2024, A [REDACTED] C [REDACTED] sold the property to 171 Castro Property LLC (Respondent).
8. A [REDACTED] K [REDACTED] was the real estate agent for 171 Castro Property LLC for the purchase of the building at 169 Castro St., Mountain View, California (“property”).
9. As part of the sale of the property, Respondent requested that Petitioner execute and return a Tenant Estoppel Certificate.
10. Petitioner refused to sign the Tenant Estoppel Certificate presented to him by Mr. C [REDACTED] despite several requests.
11. At the hearing, Respondent produced a Tenant Estoppel Certificate allegedly signed by both Petitioner and Mr. C [REDACTED] dated March 23, 2024.

12. The testimony and evidence indicate that Petitioner's signature on the Estoppel Certificate was forged.
13. In several emails following the sale of the property, Ms. K [REDACTED] held herself out as an agent of the Respondent by providing information on behalf of Respondent and asking for information from the Petitioner on behalf of Respondent.
14. Dylan Nguyen served as property manager for the property under both A [REDACTED] C [REDACTED] and 171 Castro Property LLC for Units [REDACTED] and [REDACTED] but it is unclear if he served or serves as property manager for Unit [REDACTED] after the sale to Respondent.
15. Effective May 1, 2016, Petitioner's monthly rent was increased from \$1,525.00 to \$1,600.00, an increase of \$75.00 or 4.9%.
16. Effective November 1, 2016, Petitioner's monthly rent was increased from \$1,600.00 to \$1,750.00, an increase of \$150.00 or 9.4%.
17. Effective May 1, 2017, Petitioner's monthly rent was increased from \$1,750.00 to \$1,925.00, an increase of \$175.00 or 10%.
18. Effective July 1, 2017, Petitioner's monthly rent was *decreased* from \$1,925.00 to \$1,600.00, a *decrease* of \$325.00 or -16.9%.
19. Effective October 1, 2018, Petitioner's monthly rent was increased from \$1,600.00 to \$1,657.60, an increase of \$57.60 or 3.6%.
20. Petitioner paid the rent as charged.
21. The fire, health, and safety inspections by the City did not result in any outstanding violations in recent years, except a finding that the fire extinguishers needed servicing.
22. Respondent was not in substantial compliance with the CSFRA Annual Rental Housing Fee requirements in 2022.
23. Respondent was not in substantial compliance with property registration requirements with the Rent Stabilization Division in 2021, 2022, and 2023.
24. As of July 8, 2024, Respondent was not in substantial compliance with CSFRA Annual Rental Housing Fee or property registration requirements in 2024.

VII. LEGAL AUTHORITY

1. CSFRA applicable provisions:

CSFRA Sections 1706 and 1707 regulate rent increases for existing tenancies. A rent increase must be noticed properly in writing. *CSFRA Sec. 1707(c)*. A landlord must include specific language with notice that is often in the form of an Attachment form available on the City's website. The maximum allowable increase for a twelve-month period is set by the Rental Housing Committee (RHC) each year and is referred to as the Annual General Adjustment or "AGA" for that year, available on September first each year.

CSFRA Section 1707(a)(3) allowed the first legal rent increase under the law to take effect September 1, 2017. Therefore, any rent increase that a landlord implemented between the effective date of the CSFRA (December 23, 2016) and August 31, 2017 was not valid. Moreover, for tenancies that commenced on or before October 19, 2015 the rent had to be rolled back to the rent paid on October 19, 2015. *CSFRA Sec. 1702(b)(1)*.

CSFRA Section 1707(f) "**Conditions Under Which Rent Increase Not Permitted.** No 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..."

CSFRA section 1710 provides that both tenants and landlords may file a petition on several bases. Tenants may petition for an individual rent adjustment under subsection (b) for failure to maintain a habitable premises, under subsection (c) for a decrease in housing services or maintenance, or under subsection (d) for unlawful rent. In this matter, Petitioner brought their Petition under subsections (d) for unlawful rent.

CSFRA Section 1713 states, "Non-waivability. Any provision of a Rental Housing Agreement, whether oral or written, which purports to waive any provision of this Article established for the benefit of the Tenant, shall be deemed to be against public policy and shall be void."

2. Definitions applied:

Base Rent: "The Base Rent is the reference point from which the lawful Rent shall be determined and adjusted in accordance with the Act.

(1) Tenancies Commencing on or before October 19, 2015. The Base Rent for tenancies that commenced on or before October 19, 2015 shall be the Rent in effect on October 19, 2015...." CSFRA Section 1702(b) and *CSFRA Regulations, Chapter 2(b)*.

Rent: “All periodic payments and all nonmonetary consideration, including, but not limited to, the fair-market value of goods, labor performed, or services rendered to or for the benefit of the Landlord under a Rental Housing Agreement concerning the use or occupancy of a Rental Unit and premises and attendant Housing Services, including all payment and consideration demanded or paid for parking, Utility Charges, pets, furniture, and/or subletting.” *CSFRA Regulations, Chapter 2(p)*.

Utility Charges: “Any charges for gas, electricity, water, garbage, sewer, telephone, cable, internet, or other service relating to the use and occupancy of the Rental Unit.” *CSFRA Regulations, Chapter 2(v)*.

Housing Services: “Housing Services include, but are not limited to, repairs, maintenance, painting, providing light, hot and cold water, elevator service, window shades and screens, storage, kitchen, bath and laundry facilities and privileges, janitor services, Utility Charges that are paid by the Landlord, refuse removal, furnishings, telephone, parking, the right to have a specified number of occupants, and any other benefit, privilege, or facility connected with the use or occupancy of any Rental Unit. Housing Services to a Rental Unit shall include a proportionate part of services provided to common facilities of the building in which the Rental Unit is contained.” *CSFRA Regulations, Chapter 2(h)*.

DISCUSSION

A. Preliminary issues:

i. Was the filing of the Petition with the Rent Stabilization Division premature?

Petitioner filed his Petition with the Rent Stabilization Division on June 17, 2024 after a period of drafting his complaints and compiling records. He testified that he had longstanding issues with the prior landlord, Mr. C [REDACTED], which are evident in the emails. Petitioner met the burden to show that he tried to work with Mr. C [REDACTED] over a long time to remedy his concerns but did not consider the matters resolved. There is no evidence suggesting that he first expressed his concerns after the April 11, 2024 sale of the property to a new owner, Respondent.

Later in this decision, there will be more discussion about whether the Petitioner knew who to contact as owner or manager of the property; however, the evidence suggests that he did not know who would respond to his requests and concerns immediately after the sale. If he failed to reach the appropriate person to request maintenance or other matters be addressed between April 11, 2024 and the June 17, 2024 filing of the Petition, that failure is excused by the lack of

transparency and lack of information shared with the Petitioner.¹ Therefore, the Petition is timely and proper in this regard.

ii. Was service on Ms. A [REDACTED] K [REDACTED] proper service of the Petition on Respondent?

A review of the emails between Ms. K [REDACTED] and Mr. Kelley shows that (1) Ms. K [REDACTED] notified Mr. Kelley of the transfer of ownership but would not answer Petitioner's request for the identity of the new owner, and (2) she asked for Mr. Kelley's contact information on behalf of the new owner, and (3) she directed Mr. Kelley to Mr. Nguyen at Anchor Property Management.

The Petitioner's evidence included the following interaction: Shortly after the sale of the property, Ms. K [REDACTED] emailed with Mr. Kelley informing him of the transfer and where to make his rent payments. On April 12, 2024, Ms. K [REDACTED] emailed "Could you please give me your phone number?"

On April 13, 2024, Mr. Kelley replied, "Hi A [REDACTED]. Thanks for reaching out. I have the banking details from your last email. Who are the new owners?"

On April 13, 2024, Ms. K [REDACTED] sent a longer email without identifying the new owner(s), but stated, "New ownership wants your phone number in case of emergency."

Later, Ms. K [REDACTED] referred Mr. Kelley to Anchor Property Management, indicating that the management company had not changed. Mr. Kelley testified that Mr. Nguyen would not immediately agree to talk about Petitioner's concerns. Instead, Mr. Nguyen made a statement about Mr. Kelley needing to move out in order to convert the Unit to a short-term rental. There were other discussions, but the Petitioner's testimony was that Mr. Nguyen was not interested in addressing his concerns and even told the Petitioner that he was not the manager for Petitioner's Unit.

Based on the communications presented, Petitioner was led to believe that Ms. K [REDACTED] was connected to the new owners, even though her email signature block showed that she is a real estate agent. She was the designated person to contact him regarding the sale, where to pay rent, and how he could be reached. She testified at the hearing that she was the Respondent's real estate agent for the sale and nothing more. However, she was more involved with the ongoing tenancy than a mere sales agent. It is determined that she was an apparent agent for the Respondent and service was proper. Furthermore, Respondent received the Petition with time to respond, so Respondent did not suffer any harm.

¹ Respondent should be aware that California Civil Code Section 1962 requires a new owner to furnish information on how to contact the new owner or a manager regarding maintenance within fifteen (15) days after change in ownership or management.

Counsel even requested a postponement which was granted, thereby allowing the Respondent more time to respond to the Petition.

iii. Is the Respondent liable for actions, collection of unlawful rents, or transactions between the Petitioner and Mr. C [REDACTED] (prior owner) in violation of the CSFRA which occurred prior to April 11, 2024?

Respondent argues that it is unfair to hold a new owner liable for the violations of the CSFRA that were on the prior owner's watch. The majority of the period for rent review and for the habitability/maintenance claims in this case took place prior to April 11, 2024, the date that Respondent became the owner of the property.

The CSFRA Section 1702(j) "Definitions" includes "Landlord. 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." The inclusion of *predecessor, or successor of any of the foregoing* in the definition of Landlord means that a new owner is liable to the tenant for a prior owner's acts. Therefore, the Respondent is a proper party to this Petition and is obligated to the Petitioner in the same manner as the prior owner. Whether the Respondent has a claim against the prior owner is an issue that is not presented here and is not within the jurisdiction of this Hearing Officer to consider in the instant proceedings but could be explored by Respondent in the appropriate legal forum.

iv. Did the Estoppel document allegedly signed by Petitioner waive their claims under the CSFRA against Respondent?

Petitioner explained that the prior landlord, Mr. C [REDACTED], emailed him the Tenant Estoppel Certificate on February 23, 2024. Petitioner responded that he could not sign it due to the waiver of all claims in paragraph 27. He was then instructed to "ignore number 27." [See Petitioner's Exhibits A-O, Emails dated February 23, 2024 through March 5, 2023]. Petitioner's testimony is that he was asked several times to sign the Estoppel and refused because he wanted to discuss his concerns with Mr. C [REDACTED] in a face-to-face meeting or mediation setting, neither of which ever happened.

On February 23, 2024, Mr. C [REDACTED] writes,

Hi Daniel, Hope you are doing great.

As you know, we are selling this property soon.

This survey is about who pays the utilities and how much rent you paid.

Please kindly fill out this form at your early [sic] convenience.

Thank you,

A [REDACTED] C [REDACTED].

On February 23, 2024, Mr. Kelley responded,

Hey A [REDACTED].

Thanks for the well wishes. I cannot sign this because of item number 27. There are a few issues that need to be resolved before I can say they are resolved.

If you ignore, any petition I make will fall on the responsibility of the new owner. If I sign the estoppel, I believe it would be losing the right to petition....

On March 5, 2024, Mr. C [REDACTED] writes,

Hi Daniel,

You can ignore the #27. We can discuss.

Let me know.

Thanks

A [REDACTED] C [REDACTED]

There are several emails back and forth as they try to set a time to discuss the issues. However, Mr. C [REDACTED] then writes,

Can you sign the estoppel and answer the Q/A as much as you can?

Thx.

A [REDACTED] C [REDACTED]

A few hours after the last email message, Mr. C [REDACTED] continues to pressure Petitioner to sign off on the Estoppel on March 5, 2024:

Hi Daniel,

I'm checking here again.

When can you sign the estoppel and answer the Q/A as much as you can?

I know that you are concerned about #27. So you can just ignore the #27.

Thank you

A [REDACTED] C [REDACTED]

Petitioner asked what he meant, and Mr. C [REDACTED] wrote, "You don't have to answer the question of #27."

In his original submission of documents, Petitioner included a copy of the completely unsigned Estoppel. By the time Ms. K [REDACTED] received a copy signed by Mr. C [REDACTED], someone typed Petitioner's name as "Kelly" which is not correct. Perhaps,

Mr. C [REDACTED] or one of the real estate agents typed the tenant's name, but certainly Mr. Kelley would not have misspelled his own name.

Ms. K [REDACTED] testified and provided emails between herself and Mr. C [REDACTED] on March 23rd and 24th, 2024 where she received an Estoppel signed only by Mr. C [REDACTED] and told Mr. C [REDACTED] that the document needed the tenant's signature as well. On March 24, 2024, Mr. C [REDACTED] sent Ms. K [REDACTED] a new document with the tenant's "signature." She stated that she did not question the document at the time.

Respondent's counsel offered the theory that the Petitioner simply changed his mind and signed the Estoppel despite his reservations. The evidence would not support this inference.

Interestingly, Respondent included an email thread between the Petitioner and Ms. K [REDACTED] after the Petition had been served. On June 18, 2024, Ms. K [REDACTED] indicated that she did not agree with claims in the Petition, but she acknowledged that she knew that Mr. Kelley did not want to sign the Estoppel. Paragraph 1 states in part, "You weren't even going to give Seller/Buyer basic tenancy information (estoppel) for Buyer to confirm about YOU, a tenant there." She further states in paragraph 2, "...if you submitted estoppel document to Seller, and Seller to Buyer, we would have known what was going on. But you didn't incorporate [sic] at all during numerous efforts to get it (hear it) from you all the way up-to-now."

Although there may be a reference to the information regarding Petitioner's claims, it seems that Ms. K [REDACTED] was keenly aware that Mr. Kelley did not want to submit the signed Estoppel. Essentially, Ms. K [REDACTED] was on notice that there might be claims against the landlord. She was the Respondent's agent for the sale transaction and could have shared her concerns with the buyer/Respondent.

The Petitioner's signature on the copy of the Estoppel does not look genuine. The signature for Daniel Kelley is scribbled so it resembles a "D" and barely recognizable "K" without any other letters. Mr. Kelley's signature on the Petition is quite legible as "Daniel V. Kelley" with all the letters included. The handwriting is much smaller on the Petition than the letters on the signature line of the Estoppel. Even a nonexpert would question whether the two signatures match.

The Respondent's copy of the Estoppel appears to have been forged, most likely to complete the paperwork for the sale of the property to close. It is unclear who might have done it, but several parties were eager to close the sale. It is not credible that Mr. Kelley would sign off on the Estoppel given his emails with Mr. C [REDACTED] before the sale and his consistent requests to address his concerns at the property. Therefore, Petitioner did not waive any CSFRA rights due to the alleged signature on the Estoppel since the evidence presented shows that he did not.

v. How can a landlord increase a tenant's rent which is below market?

Respondent argued in their response and at the hearing that the rent for Unit ■ was significantly below market such that it would be unfair to the Respondent to set the lawful rent at the rate requested in the Petition. At the time of the sale of the property, Respondent knew that the rent in place for Unit ■ was \$1,657.60 according to the Estoppel. Presumably, they also knew that the CSFRA was the law regarding rent increases in Mountain View. There should be no surprise that a tenant petition under the CSFRA is not a means to increase the rent to a rent closer to the market rents in this city. The mechanism for a landlord to request an increase is found in the CSFRA Section 1710(a) and CSFRA Regulations, Chapter 6 “Upward Adjustment Regulations” and Chapter 7 “Procedures for Annual Adjustments.” Therefore, this argument is irrelevant to the instant case. Nothing in this decision prevents the Respondent from seeking an upward adjustment of rent in the future.

B. Did Respondent accept unlawful rents from Petitioner due to a failure to roll back rent or for lack of substantial compliance with the CSFRA?

The first issue presented in the Petition is whether Respondent accepted unlawful rents due to the failure to roll back the rent. According to the first page of the Lease, this tenancy commenced prior to October 19, 2015. The rent charged on October 19, 2015 was \$1,525.00 per month. Pursuant to the definition of Base Rent in Section 1702(b) as well as the definitions in the Regulations, Chapter 2(b), the Base Rent for this Unit is \$1,525.00 per month. This is the starting point for the analysis of unlawful rent petitions.

Effective May 1, 2016, the rent was raised to \$1,600.00 per month and again, on November 1, 2016, the rent was raised to \$1,750.00 per month. It is unclear as to why, but rent was increased for May and June 2017 to \$1,925.00 per month and then lowered to \$1,600.00 per month in July 2017. A final rent increase was implemented in October 2018 to \$1,657.60 per month through to the date of the Petition.

CSFRA Section 1707(a)(3) allowed the first legal rent increase under the law to take effect September 1, 2017. Therefore, any rent increase that a landlord implemented between the effective date of the CSFRA (December 23, 2016) and August 31, 2017 was not valid. Moreover, for tenancies that commenced on or before October 19, 2015 the rent had to be rolled back to the rent paid on October 19, 2015. *CSFRA Sec. 1702(b)(1)*.

Furthermore, any rent increase implemented while the Respondent was not in substantial compliance with the CSFRA registration, fees, and maintenance requirements are void pursuant to CSFRA Section 1707(f).

In this case, Petitioner received three (3) increases prior to September 1, 2017: in May 2016, November 2016, and May 2017 respectively. All of the increases violated CSFRA Section 1707(a)(3). In June 2017, Petitioner’s rent decreased to \$1,600.00. Perhaps, the Respondent intended to implement the CSFRA mandated rollback of rents, but the rollback should have been to \$1,525.00 per month, not \$1,600.00 per month.

In October 2018, Respondent's predecessor increased rent to \$1,657.60 per month based on a 3.6% increase from \$1,600.00. The increase should have been calculated on the lawful rent of \$1,525.00. If Respondent had calculated the rent increase from \$1,525.00 to \$1,657.60, the increase would be \$132.60 or 8.69% which exceeds the allowable 2018 AGA which was 3.6%. Therefore, Petitioner is entitled to a rollback of rent to \$1,525.00 from December 23, 2016 (the effective date of the CSFRA) through to the date of the Petition because there were no valid rent increases over that period. None of the rent increases implemented after the effective date of the CSFRA are valid; therefore, the current lawful rate remains \$1,525.00 per month. Based on the evidence, the Petitioner is entitled to a rent refund from the effective date of the CSFRA, December 23, 2016 through June 1, 2024 plus any excess rent paid over \$1,525.00 per month for each subsequent month.

The Respondent's failure to pay all Annual Rental Housing Fees and to register the property properly with the Rent Stabilization Division would provide a separate basis for disallowing the rent increases implemented in 2021, 2022, and 2023. However, Petitioner did not receive any rent increases after 2018.

C. Is Respondent liable for any failure to address maintenance or habitability issues in violation of the CSFRA and, if so, what are the appropriate damages?

Petitioner identified three areas of concern: security, privacy, and electricity meter/billing problems. He presented documentation, photos, and video evidence regarding doors left open, locks not working, unauthorized persons accessing his network, and police reports of unauthorized persons entering the property on several occasions. He testified that he was concerned, scared, feeling vulnerable his own home, and that he made numerous attempts to reach his landlord over the years. The change of ownership in April 2024 occurred while Petitioner was attempting to work out his concerns with Mr. C [REDACTED] and simultaneously compiling information and documents to file a Petition under the CSFRA. Prior to the sale, his Unit was the last remaining long-term tenancy in the building as the other units were being offered as short-term rentals. Petitioner stated that most of his emails and calls were directed to the former landlord, A [REDACTED] C [REDACTED], and were not answered satisfactorily.

Building security: Once Petitioner was informed of the sale of the building by Ms. K [REDACTED], he tried to reach out to the new owner to ask for maintenance work, especially the front and back exterior doors. In his opinion, the doors would remain open after a tenant entered or exited because they did not automatically close and lock behind the tenants. Petitioner also mentioned that the front door was changed from a keyed lock to a keypad, which was easier for the short-term tenants but meant that the code was distributed widely. Ms. K [REDACTED] directed Mr. Kelley to Mr. Dylan Nguyen of Anchor Property Management. When Petitioner attempted to contact Mr. Nguyen, Petitioner said that he received little support until the Petition was filed and then there was a response.

Mr. Nguyen and counsel for Respondent, Mr. Fraser, dispute the Petitioner's argument that the current building codes require self-closing and self-locking outside doors at the front and rear of the building. The Respondent pointed out that the building is a historical building and

quite old. They assert that, first, it is not subject to all the current building codes and, second, that it is more difficult and time-consuming to gain permits to do work on a historic building than a newer building. The parties provided evidence of building codes but there was no confirmation by an expert regarding which codes would apply to this building.

The property is situated on a busy commercial street which attracts many customers as well as pedestrians in the community. It is reasonable to assume that security is an important issue to those who rent above the street, whether long-term or short-term. The Petitioner pointed out that the short-term tenants may be less careful about closing and locking the front and rear doors than he is because their mindset is different. He is entitled to a sense of security in his home. The fact that the doors have the self-closing and self-locking mechanisms on them, although sometimes not used or maintained, means that this level of security is a housing service. If it is not maintained and rent is not reduced, there is a rent increase. However, Petitioner argues that the service is a matter of habitability and seeks a rent reduction equal to all but \$1.00 in monthly rent due to the unaddressed situation. Petitioner seeks a rent reduction starting September 2, 2021.

As Mr. Fraser points out, the implied warranty of habitability in California is codified in California Civil Code Section 1941.1 and Health and Safety Codes 17920.3 and 17920.10 and does not include a particular level of security beyond a lockable door for the Unit that is in good repair.

The evidence shows that there is a real problem with exterior doors that are carelessly left open, allowing strangers to enter the building lobby. The feelings of insecurity and vulnerability are reasonable in this context. However, the security issues do not amount to a habitability claim. Rather, they are a reduction in housing services without a corresponding reduction in rent, i.e. a rent increase. Therefore, Petitioner is entitled to a downward adjustment of rent. The suggested reduction in the Petition is not adopted as the hearing officer has discretion to award a different amount.² In the filed Petition, the Petitioner stated the condition started in September 2021 and that he informed the Landlord in October 2021. Petitioner received a habitable unit with a lockable interior door for the entire period. The Respondent provided housing services that were only affected regarding the security of the lobby and common areas. Without minimizing the importance of feeling that the building is secure, the decision is that the majority of the contractual housing services were provided. The Petitioner is awarded a 10% reduction in rent to compensate him for the reduction in the automatically self-closing and self-locking doors. Therefore, the monthly rent will be reduced by \$152.50 for 32 months (November 2021 (30 days after Landlord was notified) through the month of the Petition filing in June 2024) for a temporary, adjusted lawful monthly rent of \$1,372.50 and continuing until the doors to the street are operating properly as self-closing and self-locking doors.

² Hearing officers have authority to “rule on offers of proof and receive relevant evidence” per CSFRA Regulations, Chapter 4(B)(4) and (E)(4).

Privacy: Petitioner described someone adding to his network and possibly interfering or hacking his computer. He guessed that some of the short-term tenants or the former landlord attempted to interfere with his private electronic devices. He also testified that his privacy was violated by the Respondent, but the evidence is that the prior landlord, Mr. C ■■■, was the person who entered his Unit without permission. The video shows two other persons who came with Mr. C ■■■, but it is unclear if anyone in the video represented the Respondent. Pursuant to the CSFRA, a successor landlord may be held liable for the acts of the prior landlord. *CSFRA Section 1702(j), "Landlord"*. This claim for invasion of privacy as a violation of quiet enjoyment of the unit and reduction in housing services under CSFRA Section 1702(h) is more personal than the other claims regarding doors and electricity meters that affect all the tenants and are ongoing. The video made it clear that Mr. C ■■■ entered Petitioner's unit. There is no evidence of a 24-hour notice of entry which would be required under state law. There is insufficient evidence to conclude that the unlawful entry was repeated. Likewise, there is insufficient evidence of any interference with Petitioner's computer network to hold a particular party or person responsible. It would be unfair to attribute the former landlord's behavior of entering without permission one time, or the possible actions of any short-term tenants in the other units, to the Respondent. Therefore, this decision declines to award any damages to Plaintiff for this claim.

Electricity Meters: All parties agree that there was an electricity meter mix-up where Petitioner's bills from PG&E were incorrect, and another unit's usage was added to his bill. He is seeking a rent reduction of \$200.00 per month for this situation from March 4, 2022 through to February 13, 2024. According to the Petitioner, the former landlord, Mr. C ■■■, converted one large unit into two smaller units without permits. The remodel resulted in the metering problem. Mr. Kelley testified that he tried to reach Mr. Nguyen about repairs, including the electricity issue, on June 18, 2024. He received a response on July 1, 2024 and a meeting was set up for July 9, 2024. Per Mr. Kelley, nothing came out of that meeting except that Mr. Nguyen reiterated that he was not the manager for Unit ■■■. The Respondent finally discussed the electrical issue after Mr. Kelley reached out to Mr. Nguyen on August 9, 2024 to let him know that an unpaid water bill had been delivered to the building. They set up an appointment and the Respondent resolved the matter on August 13, 2024, approximately two (2) months after the Respondent was made aware of the problem. Respondent argues that they were very responsive in light of the timeline.

Although the electricity meter issue was ongoing and caused Petitioner to be overcharged, the damages are limited by the proof presented. Petitioner asserted that he was overcharged by \$200.00 per month on average as reasonable monetary value of damages from March 4, 2022 through June 17, 2024. His Petition states that he told the landlord in February 2024 about the problem. However, Petitioner's testimony was that he tried to get this meter issue fixed for two and a half years with the prior landlord. There was no proof to the contrary. Although damages are usually only awarded for a maintenance issue after the landlord has failed to fix the problem within a reasonable time, the improperly wired electrical meters cost the Petitioner to be overcharged due to Mr. C ■■■'s (former landlord's) incompetent and unpermitted renovation in March 2022. It is different than

requesting a repair or maintenance where the tenant knows the issue and waits for the landlord to respond. The fact that Petitioner suspected a problem and only figured it out in 2024 does not prevent him from recovering the out-of-pocket costs he incurred due to Mr. C■■■■'s unlawful actions. Therefore, the Petitioner is awarded \$200.00 per month from May 2022 through June 2024 to compensate him for the services that were billed to him but were used by Unit #3 for 26 months or \$5,200.00.

VIII. DECISION

Unlawful Rents:

1. Petitioner's Base Rent for his Unit is \$1,525.00;
2. Petitioner is entitled to a rent refund of \$12,039.72 for unlawful rent charged after failing to roll back rents, causing petitioner to pay excess rents from December 23, 2016 through June 2024, plus any amounts paid in excess of \$1,525.00 per month from July 2024 to the present;

Reduction in Housing Services:

3. Petitioner's lawful current rent of \$1,525.00 is temporarily reduced by \$152.50 per month for a reduction in housing services regarding the security of the exterior doors, beginning November 2021 through June 2024 for a total of \$4,880.00, and is subject to a continuing reduction so that the Respondent may only collect \$1,372.50 per month from July 1, 2024 unless the condition is corrected;
4. Petitioner is entitled to \$5,200.00 in damages for the electrical meter overbilling;
5. Petitioner is not awarded any damages for the claims that his privacy was infringed upon by the Respondent;
6. The total amount due to Petitioner for excess rent paid to Respondent and reductions in housing services is \$22,119.72 plus the additional excess rent amounts received for the rents from July 1, 2024 to the present.

Decision Guidelines

1. Respondent shall refund to Petitioner the total amount of (a) \$22,119.72, (b) plus any additional amounts exceeding the current adjusted lawful rent of \$1,372.50 for the Affected Unit that may have been paid or be paid by Petitioner after July 1, 2024, and as outlined in Attachment 2, Award Schedule, appended hereto.
2. In the event that Petitioner does not receive full payment of \$22,119.72 plus any additional excess rent received after July 1, 2024, from Respondent as ordered in this Decision on or before January 31, 2025 or thirty (30) days after this decision becomes final, whichever is later, Petitioner shall be entitled to withhold rent payments until such time as Petitioner has

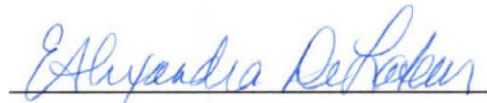
withheld a total of \$22,119.72 plus other ordered amounts for excess rent received after July 1, 2024, less any sums Respondent has paid directly to Petitioner or credited to Petitioner's rent ledger pursuant to this Decision. Petitioner may refer to Attachment 2, Award Schedule, for a Credit Schedule setting forth the amounts Petitioner may withhold. As set forth below, Respondent may not issue a rent increase to Petitioner until Petitioner has received from Respondent all amounts ordered by this Decision to be paid.

3. In the event that this Decision is appealed, the final appeal decision shall include an updated refund schedule as applicable. Additionally, if this Decision is appealed, pending the outcome of the appeal, this Decision will not be considered final, and Petitioner shall continue to pay the monthly rent of \$1,657.60 until the appeal decision is final.
4. In the event that either Petitioner or Respondent terminates Petitioner's tenancy for any reason prior to delivery of the payments ordered by this Decision, the total amount then owed shall become due and payable to Petitioner immediately and if said amount is 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.
5. The payments and credits to Petitioner as set forth herein shall be enforceable as to any successor in interest or assignees of Respondent.
6. Subject to Paragraph 7, below, and pursuant to CSFRA Sections 1706(a), (b) and 1707(c), (f), Respondent may not issue a Rent increase for the Affected Unit until (1) all refunds due to Petitioner are fully paid, and (2) Respondent has provided written notice to Petitioner 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.
7. In addition to abiding by the requirements of Paragraph 6, 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 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 paragraph and paragraph 6, above, may Respondent issue a rent increase, provided that they do so in a manner consistent with the CSFRA and California law.
8. If a dispute arises as to whether any party has failed to comply with this Decision, any party may request a Compliance Hearing pursuant to CSFRA Regulations, Ch. 5, Section J(1).

(see Attachment 2: Decision Award Spreadsheet).

IT IS SO ORDERED.

Dated: December 16, 2024



E. Alexandra DeLateur
Hearing Officer

ATTACHMENT 1

Documentary Evidence submitted for C23240081 & C23240082

169 Castro St. ■■■

HEARING OFFICER EXHIBITS:

1. The Petition filed by Daniel V. Kelley on or about June 17, 2024, 2024 along with the attachments and Workbooks
2. Notice of Acceptance by the City served on July 17, 2024
3. Notice of Prehearing Meeting and Hearing Date served on July 23, 2024
4. CSFRA Information Sheet served with the Notice of Prehearing Meeting, etc.
5. Notice of Postponed Hearing Date and Prehearing Meeting served September 10, 2024
6. Prehearing Summary and Order served on August 15, 2024.
7. Follow Up Information for Hearing document served on the parties
8. Information from the City of Mountain View regarding building code, fire, and safety violations at 169 Castro St., Mountain View, California with a report showing no outstanding fire, health, or safety violations
9. Information from the City of Mountain View Rent Stabilization Community Portal regarding the status of the registration of the property at 169 Castro St. with the CSFRA program and the Annual Rental Housing Fees indicating that the Respondent had not complied with registration of the property and paid the required fees for 2021, 2022 and 2023
10. A Notice of Further Hearing was served on the parties on September 26, 2024
11. Post-hearing Order served on October 14, 2024

PETITIONER EXHIBITS:

1. Petition A & B
2. Workbook A & B
3. Petitioner's copies of Venmo statements
4. Petitioner's copies of bank records to show rent paid
5. Exhibits A through O: emails between Petitioner and Mr. C■■■ and his agents showing that Petitioner expressed his concerns regarding the security of the building from 2021 and of the electricity problem from 2022. There is an email thread between Petitioner and Mr. C■■■ about the request to sign the Estoppel form and answer a tenant questionnaire.
6. Photos of doors and door handles/locks, construction, electricity meters, street scenes outside the property, evidence of transients near the building, unknown device notices, text messages with the former tenant of unit ■■■, building permits for units ■■■ and ■■■ along with follow up notes related to the work, receipts for tenant repairs to his shower and landlord's consent, copy of the 30-Day notice of nonrenewal to the ■■■■■ family

7. Copy of police report (and letter in response to Petitioner's request for copies) for Police Case no. 22-02815.
8. Notice of Increase of Rent effective October 1, 2018 from \$1,600.00 to \$1,657.60
9. Unsigned Tenant's Estoppel Certificate for 169, 171, 175 Castro St.-completely blank except for the addresses at the top
10. An audio file of a 911 call regarding a disturbance in the common are of 169 Castro St.
11. Multiple videos of the doors
12. Multiple videos of the construction at the property
13. 9 additional videos regarding the electricity meter problem
14. Additional 2 videos regarding the police at the property
15. Additional 2 videos regarding privacy issues, including a video of Mr. A [REDACTED] C [REDACTED] and two others entering Petitioner's unit while Petitioner was not present
16. Additional 6 videos regarding traffic outside of the property

Post-hearing

17. Airbnb screenshots
18. Emails regarding business license information to operate short term rentals at the property
19. Emails regarding contact information request from A. K [REDACTED] (duplicate)
20. Emails regarding the electrician for the meter problem
21. Emails regarding repairs
22. Evidence list regarding the dates for the videos of the doors
23. Evidence regarding PG&E usage details
24. Two police department voicemails
25. Video regarding landlord's entry (duplicate)
26. Updates dated 10/14/2024 & 10/15/2024

RESPONDENT EXHIBITS:

1. Representative Authorization form appointing Etan Fraser, Esq. for Respondent dated July 10, 2024
2. Respondent's Response to Petition dated July 15 , 2024
3. Respondent's Witness List
4. Mountain View Register of Historic Resources as of Sept. 28, 2022, listing the Ames Building at 169-175 Castro St. and History of Building codes in California

Post-hearing

5. Authorities to support Respondent's arguments: Fifth and Fourteenth Amendment to the U.S. Constitution; Article I, Section 7 of the California Constitution;
6. Letter dated September 4, 2024 from A [REDACTED] K [REDACTED] to Respondent's counsel describing her testimony that Petitioner did not disclose any issues, and that Respondent was not aware of his claims
7. A copy of the rent roster provided by Mr. C [REDACTED] upon sale.

8. A copy of the first page of Petitioner's lease with [REDACTED] and [REDACTED] commencing April 20, 2015
9. A copy of the Tenant Estoppel Certificate dated March 23, 2024 and allegedly signed by both Mr. C [REDACTED] and Mr. Kelley

Hearing Officer Decision re Base Rent

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

Hearing Officer Decision re Unlawful Rent

Month/Year of Rent Payment	Actual	Actual	Lawful Rent	Payments in Excess by Petitioner
	Premises Rent Paid	Additional Services Paid		
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

Month/Year of Rent Payment	Actual Premises Rent Paid	Actual Additional Services Paid	Lawful Rent	Payments in Excess by Petitioner
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
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	TBD	\$ -	TBD	TBD
Aug-24	TBD	TBD	TBD	TBD
Sep-24	TBD	TBD	TBD	TBD
Oct-24	TBD	TBD	TBD	TBD
Nov-24	TBD	TBD	TBD	TBD
TOTAL*				\$ 12,039.72

* The total does not include the potential amounts overpaid after July 2024

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	6/30/2024	32	0	\$ 1,525.00	10%	\$ 152.50	\$ 5.08	\$ 4,880.00
Electricity meters	5/1/2022	6/30/2024	26	0	\$ 1,525.00	0%	\$ 200.00	\$ 6.67	\$ 5,200.00
Privacy	NA	NA	0	0	\$ 1,525.00	0%	\$ -	\$ -	\$ -
Security doors	7/1/2024	TBD	TBD	TBD	\$ 1,525.00	0%	\$ 152.50	\$ 5.08	TBD
TOTAL**									\$ 10,080.00

** The total does not include the potential amounts overpaid after 6/30/2024

TOTAL REFUND OWED TO PETITIONER \$ 22,119.72

Credit Schedule

Month/Year of Rent Payment	Unpaid Rent Owed to Landlord	Rent Credited to Petitioner	Total Payment to be Paid by Petitioner
2/2025	\$ 1,525.00	\$ 1,525.00	\$ -
3/2025	\$ 1,525.00	\$ 1,525.00	\$ -
4/2025	\$ 1,525.00	\$ 1,525.00	\$ -
5/2025	\$ 1,525.00	\$ 1,525.00	\$ -
6/2025	\$ 1,525.00	\$ 1,525.00	\$ -
7/2025	\$ 1,525.00	\$ 1,525.00	\$ -
8/2025	\$ 1,525.00	\$ 1,525.00	\$ -
9/2025	\$ 1,525.00	\$ 1,525.00	\$ -
10/2025	\$ 1,525.00	\$ 1,525.00	\$ -
11/2025	\$ 1,525.00	\$ 1,525.00	\$ -
12/2025	\$ 1,525.00	\$ 1,525.00	\$ -
1/2026	\$ 1,525.00	\$ 1,525.00	\$ -
2/2026	\$ 1,525.00	\$ 1,525.00	\$ -
3/2026	\$ 1,525.00	\$ 1,525.00	\$ -
4/2026	\$ 1,525.00	\$ 769.72	\$ 755.28
TOTAL***		\$ 22,119.72	

*** The total does not include the potential amounts overpaid after 7/2024 or 6/2024 (as indicated at * and **)