

Tentative Appeal Decision
Petition Nos. C23240083 and C23240084

Rental Housing Committee
Tentative Appeal Decision

Petition Nos. C23240083 and C23240084

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

I. Summary of Proceedings

Initial Petitions

On June 21, 2024, Tenant Sergio De La Cruz Sagun, Jr. ("**Petitioner**") filed a petition for downward adjustment of rent (the "**Petition**") (Tenant's Exhibit #1) related to the property located at 775 Oak Street, Unit ■, Mountain View, CA 94043 ("**Property**"). The Property is owned by Windy Gill PV Seventeen MF, LLC, which was represented in the proceedings by the property manager, Jill Hammond, of Vasona Management (hereinafter "**Respondent**"). Petitioner and Respondent are collectively referred to herein as the "**Parties**." On September 19, 2024, a Notice of Prehearing Meeting and Hearing Date, setting a Prehearing Meeting on October 1, 2024, and a Hearing on October 22, 2024 was served on the Parties.

The Petition requested a downward adjustment of rent on the basis that Respondent had failed to maintain a habitable premises, had reduced Housing Services and/or maintenance without a corresponding reduction in Rent and had demanded and retained unlawful Rent in violation of the Community Stabilization and Fair Rent Act ("**CSFRA**"). Specifically, the Petition alleged that (1) the sliding glass door to the shower does not close properly resulting in moldy buildup, (2) the vinyl flooring in the kitchen is lifting up causing an unsafe condition, (3) the carpet throughout the apartment is dirty and moldy requiring replacement, (4) the porcelain on the bathtub has peeled off resulting in the accumulation of mold, and (5) Respondent demanded and retained unlawful rent because their predecessor-in-interest ("**Prior Owner**") imposed several increases even though it had not substantially complied with the registration requirements in the CSFRA and the Regulations.

On October 1, 2024, a pre-hearing conference was conducted by the Hearing Officer via videoconference. Petitioner and Respondent were present on the call. Hearing Officer and the Parties discussed the administrative procedure that would be followed at the hearing and whether additional evidence would be requested. A Notice of Hearing Officer's Pre-Hearing Order and Notice of the Hearing were served on the Parties on October 1, 2024. (Hearing Officer Exhibits #4 and #5).

The hearing was held on October 22, 2024, where witnesses were sworn in and provided testimony. The Hearing Officer closed the hearing record at the conclusion of the hearing. The Hearing Officer issued a decision on December 20, 2024 ("**HO Decision**"). The Hearing Officer's Decision was served on the parties on December 20, 2024.

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

Tentative Appeal Decision
Petition Nos. C23240083 and C23240084

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 received from the Respondent on January 6, 2025. (**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. As of the date of the hearing, the Respondent had addressed all of the habitability and reduction in Housing Services issues, except the carpet, to Petitioner's satisfaction. At the hearing, Petitioner withdrew his requests for relief related to the shower sliding door, the kitchen flooring, and the peeling bathtub porcelain.
2. Petitioner met his burden of proof that Respondent had improperly reduced Housing Services without a corresponding reduction in rent by failing to replace the 14-year-old carpet throughout the apartment. The Petitioner established that the carpet was worn out, dirty and moldy, and that he had informed Respondent of the condition.
3. Pursuant to CSFRA Section 1714(a), Petitioner was entitled to a rent refund of \$190.00 for the decrease in Housing Services and maintenance for the period from June 11, 2024 (30 days after Respondent acquired ownership), through June 30, 2024. Petitioner was also entitled to an ongoing monthly rent reduction of \$300.00, until such time that the subfloor is properly repaired or replaced, and a new carpet is installed in the Property in accordance with the City of Mountain View's inspection report.
4. Petitioner also met his burden of proof that Respondent had demanded and retained Rent exceeding the lawful Rent for the Property because both the Prior Owner and Respondent had failed to substantially comply with the requirements of the CSFRA at the time that they imposed one or more rent increases for the Property. The bases for noncompliance were as follows:
 - a. The Prior Owner imposed an unlawful rent increase of 5.7 percent on October 1, 2018, when the Annual General Adjustment (AGA) for that period was 3.6 percent;
 - b. Either the Prior Owner or the Respondent failed to complete the registration for the Property in 2021, 2022, 2023 and 2024; and
 - c. The reduction in Housing Services and failure to maintain a habitable premises due to the carpet issue means that the Prior Owner and Respondent did not comply with applicable health and safety laws as required by CSFRA Section 1707(f).
5. Pursuant to CSFRA Section 1714(a), the current lawful Rent for the Property was \$1,448.00 per month, which was the Rent in effect immediately preceding the first unlawful Rent increase imposed on October 1, 2018. Petitioner was entitled to a rent refund of \$14,371.89 for the period from October 1, 2018 through June 21, 2024, plus any Rent paid in excess of the lawful Rent of \$1,448.00 for each month thereafter.

III. Appealed Elements of Hearing Officer Decision

Tentative Appeal Decision
Petition Nos. C23240083 and C23240084

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

The Respondent raises two issues on Appeal:

- A. **The Hearing Officer erred or abused her discretion in concluding that Respondent is a proper party to the Petition.** Although the definition of "Landlord" in CSFRA Section 1702(b) does include a successor-in-interest, the imposition of strict liability imposed on a successor for the acts of a prior Landlord "violates traditional notions of fair play and substantial justice." Therefore, on equitable grounds, the Hearing Officer should not have held Respondent responsible for unlawful rent collected by the Prior Owner from October 2018 to March 2023.
- B. **The Hearing Officer's decision that the Respondent was liable for unlawful rent violates due process and Equal Protection under the Fourteenth Amendment of the U.S. Constitution.**

IV. Decision Regarding Appealed Elements

- A. **The Hearing Officer Did Not Err or Abuse Her Discretion by Concluding that Respondent Was a Proper Party to the Petition and Liable for Prior Owner's Unlawful Acts.**

The Hearing Officer did not err in concluding that Respondent had demanded and retained unlawful rent because the CSFRA does not absolve a Landlord from responsibility for the failures of prior owners of the same property.

1. The Hearing Officer Correctly Determined that Respondent is a Landlord for the Purposes of the CSFRA and the Petition.

As Respondent acknowledges, the Hearing Officer correctly concluded that Respondent falls within the definition of "Landlord" in the CSFRA.

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 collected by a predecessor Landlord. The HO Decision reached the same conclusion, which is the correct one:

"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

Tentative Appeal Decision
Petition Nos. C23240083 and C23240084

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.” (HO Decision, p. 6.)

Based on the plain language of the CSFRA, the HO properly determined that Respondent was an appropriate party to the Petition.

2. The Hearing Officer Correctly Concluded that There Were Multiple Bases on Which to Invalidate the Rent Increases Imposed by the Prior Owner.

The Hearing Officer’s determination that Petitioner was entitled to a rent refund and rent reduction based on Respondent’s and Prior Owner’s demand and retention of unlawful rent is supported by the law.

As outlined above, the Hearing Officer concluded that there were three separate bases upon which relief could be granted to Petitioner from unlawful rent. These bases were:

1. The Prior Owner imposed an unlawful rent increase of 5.7 percent on October 1, 2018, when the Annual General Adjustment (AGA) for that period was 3.6 percent;
2. Either the Prior Owner or the Respondent failed to complete the registration for the Property in 2021, 2022, 2023 and 2024; and
3. The reduction in Housing Services and failure to maintain a habitable premises due to the carpet issue means that the Prior Owner and Respondent did not comply applicable health and safety laws as required by CSFRA Section 1707(f).

The Hearing Officer is charged with making decisions based on the preponderance of evidence. This means she must decide, given the evidence, what is more likely true than not true. There is substantial evidence in the record supporting the Hearing Officer’s determinations that all the foregoing bases for relief were 51 percent likely to be true.

The CSFRA provides that the “Base Rent” for a tenancy commencing on or before October 19, 2015, is the rent in effect on that date. (CSFRA § 1702(b)(1).) The Rental Housing Agreement between Petitioner and Prior Owner demonstrates that the Base Rent for the Property was \$1,400. (Petitioner Exhibit #4.) Upon the effective date of the CSFRA, “no Landlord shall charge Rent in an amount that exceeds the sum of the Base Rent plus any lawful Rent increases actually implemented pursuant to” the Act. (CSFRA § 1706(a).) Based on records of rent payments submitted by Petitioner, the Hearing Officer determined that the Prior Owner had imposed an unlawful rent increase of 5.7 percent beginning October 1, 2018. (HO Decision, pp. 6-7; *see also* Petitioner’s Exhibit #3.) As a result of this unlawful rent increase, “Petitioner received additional rent increases each year which were based on an invalid amount of rent.” (*Id.*)

Based on the Rent Stabilization Division’s records and Respondent’s failure to put forth any evidence contradicting the Division’s records, the Hearing Officer also concluded that the Prior Owner and Respondent had failed to register the Property in 2021, 2022, 2023, and 2024. (HO Decision, p. 4.) 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.) As such, the Hearing Officer concluded that "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)." (HO Decision, p. 7.)

Finally, the CSFRA also prohibits a rent increase where the Landlord has failed to maintain the Rental Unit in compliance with applicable health and safety laws and/or has failed to make repairs ordered by the City. (CSFRA §§ 1707(f); 1710(b).) Having determined, based on the preponderance of evidence that the condition of the carpet constituted a violation of applicable health and safety laws, and that Respondent had not corrected the issues are directed by the City's Fire and Environmental Protection Division, the Hearing Officer concluded this constitute "a separate basis for disallowing the rent increases implemented in 2021, 2022, 2023, and 2024. (HO Decision, p. 8-9.)

3. The Hearing Officer Is Not Authorized to Impose an Equitable Remedy.

While Respondent admits that they fall within the legal definition of Landlord in the CSFRA and does not dispute that that the Prior Owner's failures to substantially comply with the CSFRA and the Regulations, it argues on Appeal that the Hearing Officer should have reduced the award to which Petitioner is entitled on the basis that holding a successor Landlord liable for the actions of a prior Landlord is inequitable. In essence then, Respondent's argument is that the Hearing Officer erred or abused her discretion because she did not consider whether Respondent was entitled to equitable relief from liability for the Prior Owner's violations of the CSFRA and the Regulations.

For one, neither at the time of the hearing nor on Appeal does Respondent assert what equitable defenses might have been applicable. There is no requirement that a Hearing Officer consider the applicability of any defenses – equitable or legal – if those defenses are not raised by the Landlord. 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, 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, it is worth noting that the CSFRA does not provide any statute of limitations on a Tenant's recovery of unlawfully paid Rent. While the Committee might choose to impose a statute of limitations in these situations via regulation, so far it has declined to do so except in limited circumstances. The Committee has limited the amount of recovery of overpaid rent only in the context of rent concessions. (CSFRA

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.

Regulations Ch. 4, Section (G)(6)(b).) It has limited the time for filing petitions in only three specific situations that are inapplicable to the existing case.²

For the reasons outlined above, the Hearing Officer did not err or abuse her discretion by refusing to consider any equitable defenses in reaching her conclusion that Petitioner is entitled to recover from Respondent all the unlawful rent he paid to the Prior Owner and Respondent since October 1, 2018.

4. Even If the Hearing Officer Did Have Authority to Fashion an Equitable Remedy, Respondent Has Not Established It Would be Entitled to Such Remedy.

Lastly, even if the Hearing Officer was authorized to consider equitable defenses or fashion an equitable remedy, Respondent has put forth no argument for why it would be entitled to such 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 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 they made any effort to determine what their obligations would be as a Landlord in Mountain View. 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, checked the publicly available database on the division website to determine if the Prior Owner was in compliance, completed an inspection of the Property to determine whether the conditions were habitable, or requested copies of any inspection reports or notices of violation from the City. However, when the Hearing Officer offered to leave the hearing record open for Respondent to submit any documentation it might have received from the Prior Owner, Ms. Hammond indicated that there was none to offer. (Hearing Record at 00:20:00-00:20:35.) Instead, Ms. Hammond merely stated they had not requested any because “[w]e were not aware that we were responsible for a prior owner’s actions.” (*Id.*) Unfortunately, ignorance of the law does not excuse liability for violating the law.

Moreover, in California, the law abhors forfeitures, and a “condition involving forfeiture must be strictly interpreted against the party for whose benefit it is created.” (Civ. Code § 1442.) Determining that

² These three circumstances are: (1) Hardship Petitions in the context of banked rent increases (see CSFRA Regulations Ch. 7, Section (C)); (2) Hardship Petitions in the context of Petitions for Upward Rent Adjustments (see CSFRA Regulations Ch. 6, Section (H)); and (3) Petitions submitted by tenants who have vacated rental units (see CSFRA Regulations Ch. 4, Section (D)(7) and Section (G)(6)(c)).

Tentative Appeal Decision
Petition Nos. C23240083 and C23240084

Respondent was not liable for the Prior Owner's actions would result in Petitioner's forfeiture of over six years of unlawful rent collected by the Prior Owner and Respondent. The forfeiture of six years' worth of unlawfully collected rent is an unduly harsh consequence, especially because Petitioner had no control over (or possibly even knowledge of) the Prior Owner's decision to sell the Property to Respondent.

Based on the foregoing, the Hearing Officer did not err in concluding that Respondent was liable to Tenant for any overpayment of Rent that either it or its predecessor demanded and retained.

B. Holding Respondent Liable for the Prior Owner's Actions Does Not Constitute a Violation of Due Process.

The fact that the CSFRA allows a successor Landlord to be held liable for a predecessor's violations of the law does not violate constitutional due process requirements.

Both the federal and state Constitutions require the government to afford persons due process before depriving them of "life, liberty or property." (US Const., 14th Amend.; Cal. Const., art. I, § 7.) The most fundamental requirements of due process are adequate notice and an opportunity to be heard before a fair and impartial hearing body. (*Horn v. County of Ventura* (1979) 34 Cal.3d 605, 612.) The requirements of due process extend to administrative adjudications. (*Id.*) Administrative adjudications, or quasi-judicial proceedings, involve the application of a rule or standard to the specific facts of an individual case to determine specific rights or take specific actions under existing law. (*Arnel Dev. Co. v. City of Costa Mesa* (1980) 28 Cal.3d 511, 519.) Hearings on Individual Rent Adjustment Petitions are considered quasi-judicial proceedings that require a guarantee of due process.

Due process requires a court to act fairly and justly when asserting its power over a defendant who is not a "resident" of the state in which the case is filed. When determining whether to exercise personal jurisdiction over a nonresident defendant, the court must consider factors such as the nonresident defendant's minimum contacts with the state and the burden of defending the lawsuit in that state. Lack of minimum contacts violates the nonresident defendant's constitutional right to due process and "offends traditional notions of fair play and substantial justice." (*International Shoe Co. v. Washington* (1945) 326 U.S. 310.)

Respondent argues that the Hearing Officer's determination that it is a proper party to the Petition violates its due process rights. Specifically, Respondent argues that holding it responsible for the Prior Owner's actions violates "traditional notions of fair play and substantial justice." Respondent not only fails to advance any reasonable argument for why its ownership of a rental property in Mountain View and its operation of rental housing business are insufficient to establish the Committee's jurisdiction over Respondent, it also completely misunderstands the application of the legal standard.

As such, the mere fact that the Hearing Officer determined that Respondent was a proper party to the Petition does not violate Respondent's due process rights.

C. The Hearing Officer Erred in Her Conclusions of Fact Regarding the Date on Which Respondent Acquired the Property.

In reviewing the hearing record and the HO Decision for the purposes of this Appeal, the Rental Housing Committee has become aware of seemingly erroneous findings of fact in the HO Decision that may impact the outcome of the Petition and the rights and responsibilities of the Parties.

Tentative Appeal Decision
Petition Nos. C23240083 and C23240084

There is nothing in the CSFRA or the Regulations limiting the authority of the Committee to raise issues *sua sponte* in an appeal. The U.S. Supreme Court has held that “[t]he matter of what questions may be taken up and resolved for the first time on appeal is one left primarily to the discretion of the courts of appeals, to be exercised on the facts of individual cases,” and that a court may be “justified in resolving an issue not passed on below, as where the proper resolution is beyond any doubt or where ‘injustice might otherwise result.’” (*Singleton v. Wulff* (1976) 428 U.S. 106, 121.)

Because the errors in the HO Decision are of the type that may impact the outcome of the petition, the Committee is exercising its discretion to raise this issue on its own without request from either party. The Committee notes the following discrepancies between the hearing record and the findings of fact in the HO Decision:

- Paragraph 7 of Section VI of the HO Decision states: “On or about May 11, 2024, Windy Hill PV Seventeen MF LLC (Respondent) purchased the property known as 775 Oak St., Mountain View, California or as Rainbow Apartments.” (HO Decision, pg. 3 (italics added).)
 - The hearing record establishes that Respondent actually acquired ownership of the Property one year earlier, on or about May 11, 2023.
 - Ms. Hammond testified at the hearing that Windy Hill PV Seventeen MF LLC acquired the Property on April 25, 2023. (Hearing Record at 00:08:45-00:09:00.)
 - Section IV of the HO Decision cites Ms. Hammond’s testimony as follow: “Respondent testified that the current owner acquired the property April 5, 2023[1] and Vasona Management was hired to manage the property May 4, 2023.” (HO Decision, p. 2.)
 - “According to the evidence and an online search, the Respondent was formed as an entity in April and closed on the purchase of the [Property] in about May 11, 2023.” (HO Decision, p. 2, fn. 1.)
 - Respondent’s Exhibit #4 is a copy of the management agreement between Windy Hill PV Seventeen MF LLC and Vasona Management, demonstrating that Respondent hired Vasona to manage the Property beginning May 4, 2023.
- The Hearing Officer concluded that Respondent had constructive notice of the carpet issue as of May 11, 2024 (i.e., the date the Hearing Officer erroneously concluded on which Respondent had purchased the Property). However, the hearing record establishes that the Respondent received actual notice of the issue at least six months prior in November 2023.
 - Petitioner’s Exhibit #8 Email correspondence submitted by the Petitioner demonstrates that he reached out to Tacori Payne, a property manager with Vasona Management, on November 13, 2023, to request the carpet replacement.
 - At the Hearing, Petitioner testified that he had reached out to Vasona on at least three occasions between November 2023 and June 2024 about the carpet replacement. (Hearing Recording at 00:30:00-00:31:00.)

- Ms. Hammond testified that she believed that any rent reduction awarded for the carpet issues should begin in November 2023 because that is when the Petitioner first complained to the new owner about the issue. (00:32:40-00:33:00.)

Based on the foregoing, the Committee is remanding the Petition to the Hearing Officer with direction to: (1) harmonize the findings of fact in Section III of the HO Decision with the evidence in the hearing record and (2) if appropriate based on the corrected findings of fact, revise the award to Petitioner accordingly.

V. Conclusion

As detailed above, the RHC denies the appeal in its entirety, affirms the HO Decision in part, and remands the HO Decision in part as follows:

- A. The Hearing Officer's holding that the Petitioner met his burden of proof that Respondent had demanded and retained Rent exceeding the lawful Rent for the Property because both the Prior Owner and Respondent had failed to substantially comply with the requirements of the CSFRA at the time that they imposed one or more rent increases for the Property is **AFFIRMED**.
 - a. Pursuant to CSFRA Section 1714(a), the current lawful Rent for the Property is \$1,448.00 per month, which was the Rent in effect immediately preceding the first unlawful Rent increase imposed on October 1, 2018.
 - b. Petitioner is also entitled to a rent refund of \$17,445.89 for the period from October 1, 2018 through February 27, 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 \$1,448.00 for each month thereafter. The \$17,445.89 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. 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.
 - c. Absent an action for writ of administrative mandamus, the total amount owed to Petitioner from this Section A is 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.
 - d. The payments and credits to Petitioner as set forth herein shall be enforceable as to any successor in interest or assignees of Respondent.

Tentative Appeal Decision

Petition Nos. C23240083 and C23240084

- B. The Decision of the Hearing Officer with regard to the Respondent's liability for the carpet issue is **REMANDED** to the Hearing Officer with direction to: (1) harmonize the findings of fact in Section III of the HO Decision with the evidence in the hearing record and (2) if appropriate based on the corrected findings of fact, revise the award to Petitioner accordingly.
- C. If a dispute arises as to whether any party has failed to comply with this decision, any party may request a Compliance Hearing in accordance with CSFRA Regulations, Ch. 5, Section J.1.

Hearing Officer Decision re Base Rent

Month/Year of Rent Payment	Actual Premises Rent Paid	Actual Additional Services Paid
9/2017	\$ 1,448.00	\$ -
BASE RENT	\$ 1,448.00	

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
Oct-18	\$ 1,530.00	\$ -	\$ 1,448.00	\$ 82.00
Nov-18	\$ 1,530.00	\$ -	\$ 1,448.00	\$ 82.00
Dec-18	\$ 1,530.00	\$ -	\$ 1,448.00	\$ 82.00
Jan-19	\$ 1,530.00	\$ -	\$ 1,448.00	\$ 82.00
Feb-19	\$ 1,530.00	\$ -	\$ 1,448.00	\$ 82.00
Mar-19	\$ 1,530.00	\$ -	\$ 1,448.00	\$ 82.00
Apr-19	\$ 1,530.00	\$ -	\$ 1,448.00	\$ 82.00
May-19	\$ 1,530.00	\$ -	\$ 1,448.00	\$ 82.00
Jun-19	\$ 1,530.00	\$ -	\$ 1,448.00	\$ 82.00
Jul-19	\$ 1,530.00	\$ -	\$ 1,448.00	\$ 82.00
Aug-19	\$ 1,530.00	\$ -	\$ 1,448.00	\$ 82.00
Sep-19	\$ 1,530.00	\$ -	\$ 1,448.00	\$ 82.00
Oct-19	\$ 1,583.00	\$ -	\$ 1,448.00	\$ 135.00
Nov-19	\$ 1,583.00	\$ -	\$ 1,448.00	\$ 135.00
Dec-19	\$ 1,583.00	\$ -	\$ 1,448.00	\$ 135.00
Jan-20	\$ 1,583.00	\$ -	\$ 1,448.00	\$ 135.00
Feb-20	\$ 1,583.00	\$ -	\$ 1,448.00	\$ 135.00
Mar-20	\$ 1,583.00	\$ -	\$ 1,448.00	\$ 135.00
Apr-20	\$ 1,583.00	\$ -	\$ 1,448.00	\$ 135.00
May-20	\$ 1,583.00	\$ -	\$ 1,448.00	\$ 135.00
Jun-20	\$ 1,583.00	\$ -	\$ 1,448.00	\$ 135.00
Jul-20	\$ 1,583.00	\$ -	\$ 1,448.00	\$ 135.00
Aug-20	\$ 1,583.00	\$ -	\$ 1,448.00	\$ 135.00
Sep-20	\$ 1,583.00	\$ -	\$ 1,448.00	\$ 135.00
Oct-20	\$ 1,629.47	\$ -	\$ 1,448.00	\$ 181.47
Nov-20	\$ 1,629.47	\$ -	\$ 1,448.00	\$ 181.47
Dec-20	\$ 1,629.47	\$ -	\$ 1,448.00	\$ 181.47
Jan-21	\$ 1,629.47	\$ -	\$ 1,448.00	\$ 181.47
Feb-21	\$ 1,629.47	\$ -	\$ 1,448.00	\$ 181.47
Mar-21	\$ 1,629.47	\$ -	\$ 1,448.00	\$ 181.47
Apr-21	\$ 1,629.47	\$ -	\$ 1,448.00	\$ 181.47
May-21	\$ 1,629.47	\$ -	\$ 1,448.00	\$ 181.47
Jun-21	\$ 1,629.47	\$ -	\$ 1,448.00	\$ 181.47
Jul-21	\$ 1,629.47	\$ -	\$ 1,448.00	\$ 181.47
Aug-21	\$ 1,629.47	\$ -	\$ 1,448.00	\$ 181.47
Sep-21	\$ 1,629.47	\$ -	\$ 1,448.00	\$ 181.47
Oct-21	\$ 1,662.00	\$ -	\$ 1,448.00	\$ 214.00
Nov-21	\$ 1,662.00	\$ -	\$ 1,448.00	\$ 214.00
Dec-21	\$ 1,662.00	\$ -	\$ 1,448.00	\$ 214.00
Jan-22	\$ 1,662.00	\$ -	\$ 1,448.00	\$ 214.00
Feb-22	\$ 1,662.00	\$ -	\$ 1,448.00	\$ 214.00
Mar-22	\$ 1,662.00	\$ -	\$ 1,448.00	\$ 214.00
Apr-22	\$ 1,662.00	\$ -	\$ 1,448.00	\$ 214.00
May-22	\$ 1,662.00	\$ -	\$ 1,448.00	\$ 214.00
Jun-22	\$ 1,662.00	\$ -	\$ 1,448.00	\$ 214.00
Jul-22	\$ 1,662.00	\$ -	\$ 1,448.00	\$ 214.00
Aug-22	\$ 1,662.00	\$ -	\$ 1,448.00	\$ 214.00
Sep-22	\$ 1,662.00	\$ -	\$ 1,448.00	\$ 214.00
Oct-22	\$ 1,745.00	\$ -	\$ 1,448.00	\$ 297.00
Nov-22	\$ 1,745.00	\$ -	\$ 1,448.00	\$ 297.00
Dec-22	\$ 1,745.00	\$ -	\$ 1,448.00	\$ 297.00
Jan-23	\$ 1,745.00	\$ -	\$ 1,448.00	\$ 297.00
Feb-23	\$ 1,745.00	\$ -	\$ 1,448.00	\$ 297.00
Mar-23	\$ 1,745.00	\$ -	\$ 1,448.00	\$ 297.00
Apr-23	\$ 1,745.00	\$ -	\$ 1,448.00	\$ 297.00
May-23	\$ 1,745.00	\$ -	\$ 1,448.00	\$ 297.00
Jun-23	\$ 1,745.00	\$ -	\$ 1,448.00	\$ 297.00
Jul-23	\$ 1,745.00	\$ -	\$ 1,448.00	\$ 297.00
Aug-23	\$ 1,745.00	\$ -	\$ 1,448.00	\$ 297.00
Sep-23	\$ 1,745.00	\$ -	\$ 1,448.00	\$ 297.00
Oct-23	\$ 1,832.25	\$ -	\$ 1,448.00	\$ 384.25
Nov-23	\$ 1,832.25	\$ -	\$ 1,448.00	\$ 384.25
Dec-23	\$ 1,832.25	\$ -	\$ 1,448.00	\$ 384.25
Jan-24	\$ 1,832.25	\$ -	\$ 1,448.00	\$ 384.25
Feb-24	\$ 1,832.25	\$ -	\$ 1,448.00	\$ 384.25
Mar-24	\$ 1,832.25	\$ -	\$ 1,448.00	\$ 384.25
Apr-24	\$ 1,832.25	\$ -	\$ 1,448.00	\$ 384.25
May-24	\$ 1,832.25	\$ -	\$ 1,448.00	\$ 384.25
Jun-24	\$ 1,832.25	\$ -	\$ 1,448.00	\$ 384.25
Jul-24	\$ 1,832.25	\$ -	\$ 1,448.00	\$ 384.25
Aug-24	\$ 1,832.25	\$ -	\$ 1,448.00	\$ 384.25
Sep-24	\$ 1,832.25	\$ -	\$ 1,448.00	\$ 384.25
Oct-24	\$ 1,832.25	\$ -	\$ 1,448.00	\$ 384.25
Nov-24	\$ 1,832.25	\$ -	\$ 1,448.00	\$ 384.25
Dec-24	\$ 1,832.25	\$ -	\$ 1,448.00	\$ 384.25
Jan-25	\$ 1,832.25	\$ -	\$ 1,448.00	\$ 384.25
Feb-25	\$ 1,832.25	\$ -	\$ 1,448.00	\$ 384.25
Subtotals	\$ 128,941.89	\$ -	\$ 111,496.00	\$ 17,445.89
	TOTAL*			\$ 17,445.89

*Appeal total does not include the potential amounts overpaid after March 2025.

** Appeal total does not include potential award regarding carpet.

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
Carpet	TBD	TBD	TBD	TBD	\$ 1,448.00	TBD	TBD	TBD	TBD
Carpet (ongoing)	TBD	TBD	TBD	TBD	\$ 1,448.00	TBD	TBD	TBD	TBD

TOTAL REFUND OWED TO PETITIONER* \$ 17,445.89

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	\$ 1,448.00	\$ 1,448.00	\$ -
4/2025	\$ 1,448.00	\$ 1,448.00	\$ -
5/2025	\$ 1,448.00	\$ 1,448.00	\$ -
6/2025	\$ 1,448.00	\$ 1,448.00	\$ -
7/2025	\$ 1,448.00	\$ 1,448.00	\$ -
8/2025	\$ 1,448.00	\$ 1,448.00	\$ -
9/2025	\$ 1,448.00	\$ 1,448.00	\$ -
10/2025	\$ 1,448.00	\$ 1,448.00	\$ -
11/2025	\$ 1,448.00	\$ 1,448.00	\$ -
12/2025	\$ 1,448.00	\$ 1,448.00	\$ -
12/2025	\$ 1,448.00	\$ 1,448.00	\$ -
1/2026	\$ 1,448.00	\$ 1,448.00	\$ -
2/2026	\$ 1,448.00	\$ 69.89	\$ 1,378.11
TOTAL*		\$ 17,445.89	