## COMMUNITY STABILIZATION AND FAIR RENT ACT（CSFRA） <br> REQUEST FOR APPEAL OF PETITION HEARING DECISION

Communications and submissions during the COVID－19 Pandemic：To the extent practicable，all communications， submissions and notices shall be sent via email or other electronic means．

Any Party to a petition may appeal the Decision by serving a written Request for Appeal on all applicable parties and then filing a copy of the completed form with the City within ten（10）calendar days after the mailing of the Petition Decision．If no Appeals are filed within ten（10）calendar days，the decision will be considered final．

I hereby Appeal the Hearing Officer＇s Decision for the following Petition to the Rental Housing Committee：


Person Appealing the Hearing Officer Decision（if more than one person is appealing the petition decision，attach their contact information as applicable）：


I am：$\quad$ A tenant affected by this petition．


A landlord affected by this petition．

## Reason for Appeal：

Please use the space below to clearly identify what issue and part of the Decision is the subject of the appeal（include section headings and subheadings，as necessary）．Thoroughly explain the grounds for the appeal．For each issue you are appealing，provide the legal basis why the Rental Housing Committee should affirm，modify，reverse，or remand the Hearing Officer＇s Decision．（continue on the next page；add additional pages if needed）
see attached

## Filing Instructions：

Once you have completed this form and attached all relevant documents，serve all parties with complete copies before formally filing the Appeal with the City．Once served，please file a copy of the completed form with the City of Mountain View via email（preferred method）to patricia．black＠mountainview．gov or by mailing to 500 Castro Street， Mountain View，CA 94041.

## Declaration：

I（we）declare under penalty of perjury under the laws of the State of California that the foregoing and all attached pages，including documentation，are true correct，and complete．

Signature：


Date：3／1／2024
Print Name：Ella Levin
Este formulario está disponible en inglés y español．\｜此表格有英文和中文版本

DISCLAIMER：Neither the Rental Housing Committee nor the City of Mountain View make any claims regarding the adequacy， validity，or legality of this document under State or Federal law．This document is not intended to provide legal advice．Please visit mountainview．gov／rentstabilization or call 650－903－6136 for further information．

## Reason for Appeal (Continued)

See attached.

## Proof of Service of Request for Appeal of Petition Hearing Decision

I declare that I am over eighteen years of age, and that I served one copy of the attached Appeal of Petition Hearing Decision after Remand on the affected party(ies) listed below by:

Personal Service
Delivering the documents in person on the 1st day of March , 20 24, at the address(es) or location(s above to the following individual(s).


Mail
Placing the documents, enclosed in a sealed envelope with First-Class Postage fully paid, into a U.S. Postal Service Mailbox on the 1st day of March 2024 , , addressed as follows to the following individual(s).
(a) Email

Emailing the documents on the 1st day of March , 20 24 , at the email address(es) as follows to the following individual(s).

Respondents
Delma Maciel
2120 W. Middlefield Road , Mountain View, CA 94043

Patricia Black and JoAnn Pham
298 Escuela Ave, Mountain View, CA 94040
JoAnn.Pham@mountainview.gov
Patricia.Black@mountainview.gov

| Ideclar |  |  |
| :--- | :--- | :--- |
| Exer | 1st | 2024 |
| Sign |  |  |
| Print Name: | Amanda Albert |  |
| Address: |  |  |

Before delving into the specifics of our appeal, I would like to highlight three significant issues that emerged during the course of this case, which departed from the anticipated proceedings:

1. Following the hearing held on $11 / 8 / 2023$, rather than receiving the anticipated decision in January, we were surprised to receive an email on Friday, $1 / 19 / 2023$, at $4: 54 \mathrm{pm}$. This email served as a notice of extension of the hearing officer's written decision deadline, which had not been communicated previously as a possibility.
2. The decision was eventually emailed to us on $2 / 15 / 24$ at $5: 14 \mathrm{pm}-100$ calendar days after the hearing. Regrettably, the decision letter contained contradictory information regarding the appeal process. While it stated one timeframe for response in one section ( 10 calendar days), another section indicated a different timeframe ( 15 calendar days). We were later informed by the City of MV that this was an error, which they will fix and that the correct timeframe for appeal was indeed 15 calendar days.
3. It appears that certain documents uploaded by us to the portal were redacted, resulting in the arbitrator not having access to some of our evidence. We were unaware that crucial documentation supporting our case, that we spent a lot of time gathering, could be removed.

During the hearing held on November 8th, 2023, we were accused of Unlawful Rent practices and Failure to Maintain a Habitable Premises or Carry Out Necessary Repairs. Enclosed below is evidence from our documentation that demonstrates our compliance with all City of MV regulations regarding rent increases. Additionally, it showcases our diligent efforts to maintain habitable premises for all tenants and promptly address any necessary repairs, ensuring our tenants' well-being. As outlined in our response letter, The City of MV has no knowledge of any outstanding health, safety, or fire protection violations pertaining to this property at this time. Enclosed, you will find documentation affirming the property's consistently good standing. Any violations that occurred were promptly addressed and remedied in a timely manner. (Attachment 1)

The Petitioner has repeatedly obstructed our contractors from performing their duties and has displayed disrespectful behavior toward members of our maintenance and operations teams. Most recently, her daughter demonstrated extreme rudeness towards our portfolio manager, refusing him entry to the premises despite proper notice, which constitutes a violation of her lease (Attachment \#2). Furthermore, the Petitioner has breached her lease again by changing the locks to her unit without providing the required notice, as stipulated in her lease (Attachment \#3). It is imperative for safety reasons that we possess a copy of each tenant's key, securely stored. As per the Petitioner's lease agreement, she is obligated to inform us and furnish a copy of the new key. Upon learning of this latest lease violation, we promptly posted a notice requesting the copy of her key as mandated by her lease. They have yet to cooperate. Regrettably, due to the repeated breaches of the lease agreement, we have no alternative but to engage a contractor to change the locks. As per the terms outlined in the Petitioner's lease, the financial responsibility for this action will fall upon her. Petitioner and especially her daughter persists in behaving as if she is exempt from adhering to the terms of the lease agreement.

At TayCon, we take great pride in our prompt response times and the efficiency of our maintenance team. Given the opportunity to perform our duties unhindered, we consistently address issues in a timely and effective manner. This track record is evidenced by the satisfaction of multiple tenants across
our portfolio as well as the properties record with the City. Regrettably, the Petitioner seldom brings matters to our attention. Despite our repeated offers of personal contact information for urgent issues, communication from the Petitioner has been rare. However, on the occasions when issues have been raised, they have been promptly resolved. The only outstanding maintenance concern in the Petitioner's unit is one that she is currently impeding by refusing our team access. In fact, she has turned away two different contractors who were attempting to address the issue.

I would like to discuss two significant allegations concerning Taycon: A) Maintenance Issues, and B) Allegations of Improper Rent Increase.
A) Failure to Maintain a Habitable Premises/Failure to Repair Causing a Reduction in Housing Services Allegedly Not Timely Addressed

1. Reglazing Peeling Off the Sink and Bathtub + 2.) Leaking Sink Faucet and Toilet: We received a work order for the glazing issue in the bath and leaking sink and toilet. Our contractor fixed the leaking sink and toilet on the spot but recommended reglazing the tub. However, when the contractor returned to fix the tub, the Petitioner's daughter once again refused entry and was extremely rude.
a. TayCon would have promptly addressed the reglazing issue if Petitioner had granted us access to repair it.
b. Petitioner changed the keys to her unit, preventing us to fix the issue. (violation of her lease agreement)
c. We made efforts to send two separate contractors to access the unit, but entry was denied by either Delma or her daughter (2 ${ }^{\text {nd }}$ Violation of her lease).
d. After two contractors were turned away, we contacted Petitioner regarding the denial of entry to the contractors, she cited distrust and concerns about the chemicals being used. We offered to accommodate her in a hotel, which she also declined.
e. Although the Petitioner claims the previous management company attempted to address the issues, TayCon has never had the opportunity to resolve them due to her refusal of entry.
f. It's unreasonable for us to reimburse the Petitioner for the time the issue remains unresolved if they continually deny us entry to fix it.
2. We possess evidence of 2 contractors showing up and being denied entry.
3. Just last week, the Petitioner's daughter once again refused entry to our manager who was onsite conducting smoke detector checkups. Despite proper notice, the Petitioner refused to open the door, and the key we have does not work.
4. Bin/Dumpster Issues - Resolution by Hiring a New Waste Management Company
a. Despite our efforts to educate tenants through various means, including door notices, mailed communications, and detailed trash posters near designated areas, some residents persist in improper disposal practices, placing trash next to the bins.
b. To mitigate issues with the bin/dumpster, we took proactive measures by hiring a new waste management company, ensuring trash is promptly and adequately disposed of twice a week. This decision was driven by a loss of confidence in the original company that serviced
trash to handle trash disposal effectively. We have not had any complaints since the new company took over
c. Numerous property inspections by the city of MV have been conducted, as evidenced by the attached document. During these inspections:

- No concerns related to trash were noted
-Any identified issues were promptly addressed to maintain compliance with proper waste disposal standards.
3.) Parking Blockage - The issue of Delma's car being blocked did not continue throughout her whole residency and was only reported to us a handful of times and each instance was promptly addressed. Upon realizing the problem persisted, we took decisive action by hiring a new Waste Management Company, which effectively resolved the issue.
a. Immediately upon noticing that Delma's parking spot was becoming problematic due to bin placement, we contacted the waste management company responsible. Although they had previously maintained a good record, new drivers were causing placement issues. We conducted a meeting with them to ensure proper bin placement in the future.
b. I personally reached out to Delma, urging her to notify me immediately if her car was blocked again. However, there were no further reports from her regarding this matter.
c. We dispute any obligation to reimburse Delma for parking. Here's why:

1. Delma's car has been blocked was only reported to us a handful of times.
2. Each time Delma reported her car being blocked, we promptly dispatched a team member to address the issue.
3. Upon noticing a recurring problem, we took proactive steps by hiring a private trash company, reflecting our commitment to prompt response and high-quality service.
4. Dispute of Plumbing Bill - When the plumbing work order was issued, we promptly sent a licensed contractor to address the issue. Upon completion of the work, the contractor informed us that the damage and clogging were caused by wipes and female hygiene products, which had been disposed of improperly with their plastic wrapping. Given the contractor's expertise and experience of over a decade, we relied on his professional opinion, attributing the issue to tenant negligence. As such, we deemed the bill the responsibility of the tenants.
a. Upon learning of the tenant's dissatisfaction with the bill, I personally contacted her to address the matter. During our conversation, I explained the plumber's findings to Delma. While she expressed concern about the cost of the plumber's services relative to the duration of the work, she did not dispute the cause of the issue. Our discussion focused solely on the perceived high cost of the plumbing services. Ultimately, Delma and I reached an agreement to split the cost of the bill, leading to the credit applied to her ledger. The Bill was $\$ 800$ and she received $\$ 400$ in credit
b. We dispute any obligation to reimburse Delma for the rest of the Plumbing bill. As outlined in Delma's lease agreement, she is responsible for any damage caused to the unit by her actions and is therefore charged accordingly. - see attached bill. We are puzzled as to why we are being asked to reimburse the bill for fixing an issue that the licensed plumber clearly identified as tenant-induced. Our decision to attribute the cost to the tenants was based on the professional opinion of the plumber and the terms outlined in the lease agreement (attachment \#4).
5. Closure of Pool - The petitioner mentioned frequent closures of the pool, but in reality, the pool has been closed only twice during her three-year residency. On both occasions, the closures were a result of construction activities in the neighboring property. TayCon promptly addressed these issues, arranging for their own contractors to expedite repairs to the safety gate, rather than waiting for the neighboring construction to rectify the situation. This ensured that our tenants regained access to the pool as soon as possible.
a. The first closure occurred when large equipment was brought in for landscaping work in the neighboring property's backyard. This equipment inadvertently bent our gate, rendering the lock gate inoperable and prompting the inspector to close the pool for safety reasons.
b. The second closure happened when the large equipment had to be removed from the neighboring property's backyard, once again causing damage to our fence and resulting in the closure of the pool.
c. We dispute any responsibility to reimburse the petitioner for the availability of the pool.
6. We promptly addressed the issues with the pool closure and took immediate action to rectify them.
7. The broken gate was not caused by us, yet we assumed responsibility for repairs.
8. Despite having various channels for communication, including personal cell phone numbers and an online portal, the petitioner never notified us of the pool closures or lodged any complaints.
9. We were not fined for these closures, which indicates that the authorities recognized our swift response and resolution of the issues.
10. Unavailability of Laundry Room - There were two incidents of break-ins at the laundry machines, both of which were promptly addressed. We replaced one set of machines with a new set and repaired the coin machine for the other set.
a. Despite claims of the laundry room being unavailable, there has been no observable decrease in income for the property, indicating continued usage.
b. Prior to hiring to clean the laundry room weekly, we had another handyman visit twice a month to collect coins and report any issues.
c. Two members of our maintenance team observed Delma using the laundry room.
d. Delma has never reported any issues with the laundry room to us.

## A. Rent Increase

1. The Petitioner initially entered into the lease agreement not with TayCon but with IPS Management Company on 01/29/2021. As evident from the attached document (SEE DELMA LEASE), the base rent stated in their lease is $\$ 2,695$. Additionally, the concession utilized by IPS in January 2021 provided a discounted rent for certain months. However, it's important to note that the use of this concession discount did not become illegal until the summer of 2022, which is more than a year after the Petitioner signed the lease.
2. Upon TayCon assuming management responsibilities, we implemented a rent increase. This increase was calculated based on the lease signed with IPS, wherein the Petitioner agreed to a base rent of $\$ 2,695$.
3. We conducted a thorough search but were unable to locate any documentation from the city of MV mandating retroactive adjustments to concessions.

| Facility Name: Middlefield Manor Townhomes | Date: 3/24/23 | Fac ID: 3202 | Inspection \#: 1 |
| :--- | :--- | :--- | :--- |
| Facility Address: 2110 Middlefield Road West |  |  |  |
| Inspector(s): Heidi Imobersteg |  |  |  |
| Facility Contact: | Contact Signature: |  |  |

FIRE CODE PROGRAM VIOLATIONS:

- No violations observed.

Facility Name: Middlefield Manor (see 2110 Middlefield RdDater $2 \delta 446$ ek )
Facility Address: 2120 Middlefield Road West
Inspector(s): Heidi Imobersteg Facility Contact:

## Contact Signature:

$\qquad$
FIRE CODE PROGRAM VIOLATIONS:

- No violations observed.

500 Castro Street • City Hall • 4th Floor • Mountain View, CA 94041-2010 • 650-903-6378


FIRE CODE PROGRAM VIOLATIONS:

- All violations corrected. Thank you.

MULTI-FAMILY HOUSING PROGRAM VIOLATIONS:

- All violations corrected. Thank you.

500 Castro Street • City Hall • 4th Floor • Mountain View, CA 94041-2010 • 650-903-6378

Facility Name: Middlefield Manor Townhomes
Date: 8/16/22 Fac ID: 3202 Inspection \#: 2
Facility Address: 2110 Middlefield Road West
Inspector(s): Jim Olson
Facility Contact:

## Contact Signature:

$\qquad$
FIRE CODE PROGRAM VIOLATIONS:

- All violations corrected. Thank you.

MULTI-FAMILY HOUSING PROGRAM VIOLATIONS:

- All violations corrected. Thank you.

Facility Name: Middlefield Manor (see 2110 Middlefield $R d$. agt er $125^{2} k^{2} \sigma^{2} c k$ ) Fac ID: 3203 Inspection \#: 1 Facility Address: 2120 Middlefield Road West
Inspector(s): Jim Olson
Facility Contact:

## Contact Signature:

$\qquad$

The Following Violations Have Been Observed During This Inspection:

## FIRE CODE PROGRAM VIOLATIONS:

FC-13.19 • Where required by the fire code official, gas shutoff valves, electrical meters, service switches and other utility equipment shall be clearly and legibly marked to identify the unit or space that it serves. Identification shall be made in an approved manner, readily visible and shall be maintained. (CFC §509.1.1). Location:
Label all gas and electrical service disconnects with the unit \# that they provided service to.
MULTI-FAMILY HOUSING PROGRAM VIOLATIONS:
MFH-H02 \& HO3 • The owner of any structure shall be responsible for pest elimination within the structure during and prior to renting or leasing the structure. (Health and Safety Code §17920.3(a12); IPMC §309). Location: All crawl space vents including any access hatches require metal screens to completely block rodents from entering under the property.

NOTICE TO COMPLY: A re-inspection shall be conducted on or after 8/16/2022. Additional inspections after the first re-inspection are billed at $\$ 370.00 /$ hour. Failure to correct the above violations may result in administrative fines, civil or criminal penalties.

Facility Name: Middlefield Manor Townhomes
Date: $8 / 2 / 22$ Fac ID: 3202 Inspection \#: 1
Facility Address: 2110 Middlefield Road West Inspector(s): Jim Olson Facility Contact:

Contact Signature: $\qquad$

The Following Violations Have Been Observed During This Inspection:

## FIRE CODE PROGRAM VIOLATIONS:

FC-13.11 - Maintain a working space of not less than 30 inches in width, 36 inches in depth and 78 inches in height in front of electrical service equipment. (CFC §605.3). Location:
Existing dumpster that is fully blocking the electrical meters and disconnects.
FC-13.19 • Where required by the fire code official, gas shutoff valves, electrical meters, service switches and other utility equipment shall be clearly and legibly marked to identify the unit or space that it serves. Identification shall be made in an approved manner, readily visible and shall be maintained. (CFC §509.1.1). Location:
Label all gas and electrical service disconnects with the unit \# that they provides service to.
MULTI-FAMILY HOUSING PROGRAM VIOLATIONS:
MFH-H02 \& HO3 - The owner of any structure shall be responsible for pest elimination within the structure during and prior to renting or leasing the structure. (Health and Safety Code §17920.3(a12); IPMC §309). Location:
All crawl space vents including any access hatches require metal screen to completely block any rodents from entering under the property, not the existing wooden cover.
Trim all trees at least 3 feet away from the building.

NOTICE TO COMPLY: A re-inspection shall be conducted on or after 8/16/2022. Additional inspections after the first re-inspection are billed at $\$ 370.00 / \mathrm{hour}$. Failure to correct the above violations may result in administrative fines, civil or criminal penalties.

Facility Name: Middlefield Manor Townhomes
Date: 4/6/22 Fac ID: 3202 Inspection \#: 1
Facility Address: 2110 Middlefield Road West
Inspector(s): Heidi Imobersteg
Facility Contact: Income Prop Specialists

## Contact Signature:

$\qquad$
FIRE CODE PROGRAM VIOLATIONS:

- No violations observed.

Comments: Remove mattress near gas meters. Fire extinguishers due for service next month.

Facility Name: Middlefield Manor (see 2110 Middlefield RdDate: 245 G2ek) Fac ID: 3203 Inspection \#: 1
Facility Address: 2120 Middlefield Road West
Inspector(s): Heidi Imobersteg
Facility Contact: Income Prop Specialists
Contact Signature: $\qquad$
FIRE CODE PROGRAM VIOLATIONS:

- No violations observed.

Fire extinguishers last serviced: 5/26/21

Comments: Fire extinguishers due for service next month.

Fire extinguishers last serviced: $3 / 25 / 20$

Facility Name: Middlefield Manor Townhomes
Facility Address: 2110 Middlefield Road West Inspectors): Heidi Imobersteg
Facility Contact: Income Property Specialists Contact Signature:
Summary of Violations, Notice to Comply,
Violation Code - Observations, and Required Corrective Actions

Corrective Actions
Taken

FIRE CODE PROGRAM VIOLATIONS:
FC-2.8 - Annual Service. Service fire extinguishers annually or after usage. (CCR Title 19 §575.1). Location: Throughout
FC-3.12 - Sprinkler Inspections. Maintenance inspections for the fire sprinkler system are required. (CCR Title $19 \$ 904$ ). Location: Submit report


NOTICE TO COMPLY: Please submit a letter to this department no later than $5 / 13 / 2021$ describing the actions you have taken to correct the violations listed in this inspection notice. Failure to correct the above violations may result in administrative fines, civil or criminal penalties.


8/4/21 Documentation
 All violations corrected.

FIRE PREVENTION NOTICE OF INSPECTION

Facility Name: Middlefield Manor (see 2110 Middlefield Rd. Ifate:27/Recki ) Fac ID: 3203 Inspection \#: 1 Facility Address: 2120 Middlefield Road West Inspectors): Heidi Imobersteg Facility Contact: Income Property Specialists Contact Signature: $\qquad$

Summary of Violations, Notice to Comply,
Violation Code - Observations, and Required Corrective Actions

## Corrective Actions

Taken


FC-2.8 - Annual Service. Service fire extinguishers annually or after usage. (CCR Title 19 §575.1). Location: Throughout

NOTICE TO COMPLY: Please submit a letter to this department no later than 5/13/2021 describing the actions you have taken to correct the violations listed in this inspection notice. Failure to correct the above violations may result in administrative fines, civil or criminal penalties.

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\begin{aligned}
& \text { 5/21/21 Revispection At } \\
& \text { All violations corrected. }
\end{aligned}
$$

City of Mountain View
FIRE AND ENVIRONMENTAL PROTECTION DIVISION

500 Castro Street City Hall • 4th Floor * Mountain View, CA 94041-2010•650-900-6378
 Facility Address: 2120 Middlefield Road West
Inspectors): Heidi Imobersteg
Facility Contact: Woodmont Real Estate
Contact Signature:

FIRE PREVENTION NOTICE OF INSPECTION

Fac ID: 3203 Inspection \#: 1
$\qquad$
Summary of Violations, Notice to Comply,
Corrective Actions
Violation Code - Observations, and Required Corrective Actions
Taken
FIRE CODE PROGRAM VIOLATIONS:
FC-1.1 - Post Address Number. Provide/Restore address numbers so they are plainly visible and legible from the street fronting the property (minimum 6" in height and 0.5 " stroke width). In the event the structure is not visible from the street, the address numbers shall be posted adjacent to the driveway entrance as well as on the structure. Post address numbers. (CFC §505). Location: Trim vegetation obstructing view of address numbers.
FC-43.2 - Gates. Pool gates and doors shall be self-closing and latching. (CBC §3109.3). Location: Gate was ajar and not latched. Needs to be self closing

$\qquad$
 and latching.

NOTICE TO COMPLY: Please submit a letter to this department no later than $7 / 23 / 2020$ describing the actions you have taken to correct the violations listed in this inspection notice. Failure to correct the above violations may result in administrative fines, civil or criminal penalties.


Facility Name: Middlefield Manor Townhomes
Date: 6/25/20 Fac ID: 3202 Inspection \#: 1
Facility Address: 2110 Middlefield Road West
Inspector(s): Heidi Imobersteg
Facility Contact: Woodmont Real Estate
Contact Signature: $\qquad$
FIRE CODE PROGRAM VIOLATIONS:

- No violations observed.

Fire extinguishers last serviced: 3/30/20

INSPECTION REPORT

Facility Name: Middlefield Manor Townhomes
Facility Address: 2110 Middlefield Road West Inspector(s): Jim Olson
Facility Contact:

Date: 6/24/19

Fac ID: 3202 Inspection \#: 2

## Contact Signature:

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Summary of Violations, Notice to Comply,
Violation Code - Observations, and Required Corrective Actions

Corrective Actions
Taken

MULTI-FAMILY HOUSING PROGRAM VIOLATIONS:
MFH-A01 • The city of Mountain View Fire Department operates a MultiFamily Housing Inspection Program. We inspect occupied units and vacant units. All violations found shall be corrected wherever they occur in the complex. (MVCC Chapter 25). Location: All units.

MFH-B16 • Smoke Detector/ Carbon Monoxide Alarms shall be installed per manufacturer installation instructions. Smoke detectors shall be installed on every floor level and in every sleeping room. As of January 1, 2013 single station Carbon Monoxide Alarm(s) shall be installed in every existing dwelling or sleeping unit with fossil-fuel burning heater or appliance, fireplace or an attached garage. (IPMC $\S 704.2$, CBC $\S 420, \mathrm{CBC} \S 907.2$ ). Location: Unit $\square$ - Rear bedroom smoke detector was removed during ceiling repair work, replace to correct.

NOTICE TO COMPLY: Please submit a letter to this department no later than 7/1/2019 describing the actions you have taken to correct the violations listed in this inspection notice. Failure to correct the above violations may result in administrative fines, civil or criminal penalties.

## Contact Signature:

$\qquad$

Summary of Violations, Notice to Comply, Violation Code - Observations, and Required Corrective Actions

Corrective Actions
Taken

FIRE CODE PROGRAM VIOLATIONS:

- All violations corrected. Thank you.


## MULTI-FAMILY HOUSING PROGRAM VIOLATIONS:

MFH-A01 • The city of Mountain View Fire Department operates a MultiFamily Housing Inspection Program. We inspect occupied units and vacant units. All violations found shall be corrected wherever they occur in the complex. (MVCC Chapter 25). Location: All units.

MFH-E12.1 • Remove all electrical plug adapters (cube adapters, multi-plug adapters, multi-plug extension cords, or infused power strips). Discontinue the use of three-prong adapters in ungrounded two-prong outlets and install a GFCI or AFCI protected outlet to continue the use of any three-prong grounded power
$\qquad$ cords.
(CEC 406.4(D)). Location: Unit - Discontinue the use of the multi-plug adapter in the kitchen near the refrigerator.

NOTICE TO COMPLY: Please submit a letter to this department no later than 7/1/2019 describing the actions you have taken to correct the violations listed in this inspection notice. Failure to correct the above violations may result in administrative fines, civil or criminal penalties.

Facility Name: Middlefield Manor Townhomes
Date: 5/2/19 Fac ID: 3202 Inspection \#: 1
Facility Address: 2110 Middlefield Road West
Inspector(s): Jim Olson
Facility Contact:

## Contact Signature:

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The Following Violations Have Been Observed During This Inspection:

## INSPECTION COMMENTS:

Unit - Bedroom door frame is damaged, repair somas the function as designed.
Unit - Is missing the unit letter on the front door, replace so at to make it obvious and visible.

## FIRE CODE PROGRAM VIOLATIONS:

FC-13.11 • Maintain a working space of not less than 30 inches in width, 36 inches in depth and 78 inches in height in front of electrical service equipment. (CFC §605.3). Location: Dumpster storage area - Arrange the dumpsters so as to provide the required 36 inch clearance in front of the electrical meters and means of disconnect.

FC-13.19 • Where required by the fire code official, gas shutoff valves, electrical meters, service switches and other utility equipment shall be clearly and legibly marked to identify the unit or space that it serves. Identification shall be made in an approved manner, readily visible and shall be maintained. (CFC §509.1.1). Location: Label all electrical meters/means of disconnect and the gas meters as to the units they provide service to.
FC-39.1 - Where required to be flame resistant, decorative materials shall be tested by an approved agency and meet the flame propagation performance criteria of NFPA 701, or such materials shall be noncombustible Submit fire-retardant certificates demonstrating compliance with this requirement. (CFC §807.2). Location:
Unit - Remove the drapes at the entry to this unit as they are not labeled as fire resistant material.
MULTI-FAMILY HOUSING PROGRAM VIOLATIONS:
MFH-E01 - Garbage disposal flexible electrical cords shall be connected to devices and fittings so that tension will not be transmitted to electrical joints or terminals. (CEC Article 400.10). Locations:

Unit - cord clamp is loose.
Unit - cord clamp is missing, install a clamp to correct.
Unit - cord clamp is missing, install a clamp to correct.
MFH-A01 • The city of Mountain View Fire Department operates a Multi-Family Housing Inspection Program. We inspect occupied units and vacant units. All violations found shall be corrected wherever they occur in the complex.
(MVCC Chapter 25). Location: All units.
MFH-H01 • All habitable rooms within a dwelling shall be provided with ventilation by means of open able windows of specified dimensions. All dwelling units shall be provided protection from insect infestation. (IPMC §304.14). Location: Unit - Rear sliding door screen door is torn, repair/replace.

Facility Name: Middlefield Manor Townhomes
Date: 5/2/19
Fac ID: 3202
Inspection \#: 1
Facility Address: 2110 Middlefield Road West
Inspector(s): Jim Olson
Facility Contact:

## Contact Signature:

$\qquad$

The Following Violations Have Been Observed During This Inspection:
MFH-C03 • Landlord is entitled to have access to the premises to facilitate the right of entry in case of an emergency, inspection. (CCC §1954). Location: Laundry room water heater room- there was no access to this room due to no keys were on site, at time of re-inspection access will be required.

MFH-E08 - Extension cords shall not be used as a substitute for permanent wiring. Power strips with internal fuses are acceptable. (CEC §400.8). Locations:
Unit - Discontinue the use of the extension cord in the dining area.
Unit - Discontinue the use of the extension cord in the front bedroom at the bed.
Unit - Discontinue the use of the extension cord in the rear bedroom at the window.
Unit - Discontinue the use of the extension cord in the rear bedroom near the bathroom door.
Unit - - Discontinue the use of the extension cord to the power strip at the TV.
Unit - Discontinue the use of the extension cord that is being used to supply power the shed in the rear yard.
Unit - Discontinue the use of the extension cord in the front bedroom at the bed.
MFH-B12 • Mechanical (fan) or natural (openable window) ventilation is required for the bathroom. (CBC §1203.4.2.1). Location: Unit E-Second floor bathroom exhaust fan grill is loose, repair as needed.
MFH-E12.1 • Remove all electrical plug adapters (cube adapters, multi-plug adapters, multi-plug extension cords, or infused power strips). Discontinue the use of three-prong adapters in ungrounded two-prong outlets and install a GFCI or AFCI protected outlet to continue the use of any three-prong grounded power cords.
(CEC 406.4(D)). Locations:
Unit - Discontinue the use of the multi-plug cord in the living room.
Unit - Discontinue the use of the multi-plug adapter in the dining area.
Unit $\square$-Discontinue the use of the multi-plug adapter in the front bedroom at the window.
Unit - Discontinue the use of the multi-plug adapter in the kitchen.

Facility Name: Middlefield Manor Townhomes
Date: 5/2/19 Fac ID: 3202 Inspection \#: 1
Facility Address: 2110 Middlefield Road West
Inspector(s): Jim Olson
Facility Contact:
Contact Signature: $\qquad$

The Following Violations Have Been Observed During This Inspection:

MFH-F15 - Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet of combustible construction. (CFC 308.1.4). Location: Throughout the building, please see the BBQ handout for details on how to comply with this violation.

MFH-B16 • Smoke Detector/ Carbon Monoxide Alarms shall be installed per manufacturer installation instructions. Smoke detectors shall be installed on every floor level and in every sleeping room. As of January 1, 2013 single station Carbon Monoxide Alarm(s) shall be installed in every existing dwelling or sleeping unit with fossil-fuel burning heater or appliance, fireplace or an attached garage. (IPMC $\S 704.2, \mathrm{CBC} \S 420, \mathrm{CBC} \S 907.2$ ). Locations: Unit - first floor smoke/carbon monoxide detector failed.
Unit - first floor smoke/carbon monoxide detector missing/failed.
Unit - second floor carbon detector is missing.

NOTICE TO COMPLY: A reinspection shall be conducted on or after 5/16/2019. Additional inspections after the first reinspection are billed at $\$ 370.00 /$ hour. Failure to correct the above violations may result in administrative fines, civil or criminal penalties.

## Contact Signature:

$\qquad$

The Following Violations Have Been Observed During This Inspection:

## FIRE CODE PROGRAM VIOLATIONS:

FC-8.24 • No person shall install, place or permit the installation or placement of any storage material of any kind in any exit regardless of the required width of such exit. Remove all storage in the following exits. (CFC §315.3.2).
Location: Unit ${ }^{-R}$-Remove stored items to allow full access to the rear bedroom window.
FC-13.5 • Relocatable power taps (surge protectors) shall be directly connected to a permanently installed receptacle. Remove daisy-chained power taps. (CFC §605.4.2). Location:
Unit - Discontinue the use of the two power strips that are plugged into each other, only plug directly into a wall outlet.

MULTI-FAMILY HOUSING PROGRAM VIOLATIONS:
MFH-P. 9 • Repair and or replace loose or damaged plumbing fixture. (IPMC [P] 504.1). Location:
Unit - Bathtub drain screen is loose, fasten as needed to correct.
MFH-A01 • The city of Mountain View Fire Department operates a Multi-Family Housing Inspection Program. We inspect occupied units and vacant units. All violations found shall be corrected wherever they occur in the complex. (MVCC Chapter 25). Location: All units.
MFH-H05 • Mechanical, cooking and water heating appliances shall properly installed and maintained in a safe working condition and shall be capable of performing the intended function. (IPMC 603). Location:
Unit - Replace the clogged vent hood filter screen.
MFH-E08 - Extension cords shall not be used as a substitute for permanent wiring. Power strips with internal fuses are acceptable. (CEC §400.8). Locations:
Unit - Discontinue the use of the extension cord in the front bedroom at the bed.
Unit - Remove the Electrical cord to the light in the closet under the stairs.
Unit - Discontinue the use of the extension cord in the rear bedroom at the bed.
MFH-P09 • All floor mounted plumbing fixtures, such as toilets, shall be rigidly secured to the drainage connection and to the floor by proper screws or bolts of copper, brass or other equally corrosion-resistant material. (CPC §402). Location: Unit - toilet on the first floor is loose, repair as needed.

MFH-P11 • All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects. (IPMC §504.1). Location: Unit $\square$ - Bathtub valve leaks, repair as needed to correct.

Facility Name: Middlefield Manor
Facility Address: 2120 Middlefield Road West
Inspector(s): Jim Olson
Facility Contact:

Date 5/1/19 Fac ID: 3203 Inspection \#: 1

## The Following Violations Have Been Observed During This Inspection:

MFH-E12.1 • Remove all electrical plug adapters (cube adapters, multi-plug adapters, multi-plug extension cords, or infused power strips). Discontinue the use of three-prong adapters in ungrounded two-prong outlets and install a GFCI or AFCI protected outlet to continue the use of any three-prong grounded power cords.
(CEC 406.4(D)). Location:
Unit - Discontinue the use of the multi-plug adapter in the kitchen near the refrigerator.
MFH-F15 - Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet of combustible construction. (CFC 308.1.4). Location: Throughout this building.

MFH-B16 • Smoke Detector/ Carbon Monoxide Alarms shall be installed per manufacturer installation instructions. Smoke detectors shall be installed on every floor level and in every sleeping room. As of January 1, 2013 single station Carbon Monoxide Alarm(s) shall be installed in every existing dwelling or sleeping unit with fossil-fuel burning heater or appliance, fireplace or an attached garage. (IPMC §704.2, CBC §420, CBC §907.2). Locations:
Unit -Smoke/carbon monoxide detector on the second floor failed.
Unit -Smoke detector on the first floor is missing.
Unit - Smoke detector on the second floor failed.
Unit - Carbon monoxide detector on the second floor is missing.

NOTICE TO COMPLY: A reinspection shall be conducted on or after $5 / 15 / 2019$. Additional inspections after the first reinspection are billed at $\$ 370.00 /$ hour. Failure to correct the above violations may result in administrative fines, civil or criminal penalties.

FIRE CODE PROGRAM VIOLATIONS:

- No violations observed.

COMMENTS: Ensure all gas and electrical meters are clearly labeled with the units they serve. Shed located on patio of Unit $\square$ is not intended for living or occupancy.

OCCUPANT'S SIGNATURE: $\qquad$

OCCUPANT'S NAME (Print): Woodmont Real Estate Services C/O
TITLE:

INSPECTORS CONTACT INFO: Phone: 650-903-6764 Email: heidi.imobersteg@mountainview.gov

| For Office Use Only: | $\triangle$ Routine | Reinspection | Referra | $\square$ Alarm | $\square$ Combined | $\square$ Joint | $\square$ Integrated or Multi-medi |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |

## NOTICE OF INSPECTION

500 Castro Street • City Hall • 4th Floor • Mountain View, CA 94041-2010 • 650-903-6378

Facility Name: Middlefield Manor (see 2110 Middlefield RdDated21/ Ror 1 ) Fac ID: 3203 Inspection \#: 1
Facility Address: 2120 Middlefield Road West
Fire Extinguishers Service Date: 4/6/18
Facility Contact:

FIRE CODE PROGRAM VIOLATIONS:

- No violations observed.

COMMENTS: Ensure all gas and electrical meters are clearly labeled with the units they serve.
OCCUPANT'S SIGNATURE: $\qquad$


## OCCUPANT'S NAME (Print): TITLE:

INSPECTORS CONTACT INFO: Phone: 650-903-6764 Email: heidi.imobersteg@mountainview.gov

| For Office Use Only: | \ Routin | $\square$ Reinspecti | Referra | $\square$ Alarm | Combined | $\square$ Joint | $\square$ Integrated or Multi-medi |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |

Facility Name: Middlefield Manor Townhomes
Facility Address: 2110 Middlefield Road West

Date: 1/19/18 Fac ID: 3202 Inspection \#: 1
Fire Extinguishers Service Date: 4/2017

Facility Contact: Woodmont Real Estate Services C/O or(s): Gundersen
FIRE CODE PROGRAM VIOLATIONS:

- No violations observed.


## COMMENTS:

OCCUPANT'S SIGNATURE: $\qquad$

OCCUPANT'S NAME (Print): Woodmont Real Estate Services C/O TITLE:

INSPECTORS CONTACT INFO: Phone: 650-903-6820 Email: matt.gundersen@mountainview.gov


Facility Name: Middlefield Manor (see 2110 Middlefield RdI)ate: 1/19/18 Fac ID: 3021 Inspection \#: 1
Facility Address:
Fire Extinguishers Service Date: 4/2017
Facility Contact:
Inspector(s): Gundersen

FIRE CODE PROGRAM VIOLATYONS:

- No violations observed.



## COMMENTS:

OCCUPANT'S SIGNATURE: $\qquad$

OCCUPANT'S NAME (Print): TITLE:
INSPECTORS CONTACT INFO: Phone: 650-903-6820 Email: matt.gundersen@mountainview.gov

| For Office Use Only: |
| :--- |
| Q Routine |$\square$ Reinspection $\square$ Referral $\square$ Alarm $\square$ Combined $\square$ Joint $\square$ Integrated or Multi-medi

Facility Name: Middlefield Manor (see 2110 Middlefield Rd)ate: 1/19/18 Fac ID: 3203 Inspection \#: 1
Facility Address: 2120 Middlefield Road West
Fire Extinguishers Service Date: 4/2017
Facility Contact:
Inspector(s): Gundersen

FIRE CODE PROGRAM VIOLATIONS:

- No violations observed.



## COMMENTS:

OCCUPANT'S SIGNATURE: $\qquad$

## OCCUPANT'S NAME (Print): TITLE:

INSPECTORS CONTACT INFO: Phone: 650-903-6820 Email: matt.gundersen@mountainview.gov

| For Office Usc Only: | $\triangle$ Routin | $\square$ Reinspectio | $\square$ Referra | Alarm | Combined | []Joint | Integrated or Multi-medi |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |

This notice is intended to require a reasonable degree of fire and life safety. Due to access difficulties, some areas or rooms may not have been inspected. This does not absolve the responsible party(ies) from compliance with the law. All sections reference the 2013 California Fire Codel 2012 International Fire Code (CFCIIFC) unless otherwise indicated:
(34.2) Key box required-Contact FEPD for application. Sec. 506 (EXTERIOR)
$\square$ (1.1) Provide visible address/unit numbers in contrasting background-minimum 6 " size. MVCC Chapter 14(14.13) Dumpsters exceeding 40 cubic feet: Keep $5^{\circ}$ from walls or openings. Sec. 304.3.3
(43.2) Secure pog
Sec. 3109.4.4.7
(14.4) Remove excess combustibles away from structure or property line. Sec. 304
(1.2) Maintain fire lane. Clear width $20^{\prime} /$ height $13^{\prime} 6^{\prime \prime}$. Sec. 503
(42.1) Vehicle impact protection required for gas meters/piping. Sec. 603.9
(12.2) Remove storage from beneath stairs. CBC Sec. 1009.9.4

## (FIRE PROTECTION EQUIPMENT)

(41.3) On-site Hydrants: Maintain in operative condition. Sec. 507.5.2 $\square$ (5.10) System riser location: Provide ID sign on
(4.1) FDC: Replace caps, repair swivel, provide inlet gasket(4.7), install address sign-all-weather sign with minimum 48 font. Sec. 901.6
(6.2) PIV: Provide handle, secure handle, lock open/(6.4) Install address sign-allweather sign with 48 font. 509.1, 509.2
(3.1) Remove (ropes, wires, cables, flags, banners) from fire sprinkler piping Sec. 901.6.1
(3.2) Replace damaged/corroded/painted sprinklers. NFPA 25, Sec. 5.2.1.1.2
(FIRE EXTINGUISHERS-FE)(2,1) Install __FE(s) with a minimum rating of 2-A:10-B:C not to exceed 50'/75' of travel. ( $50^{\prime}$ travel for high-hazard occupancies) Min. 4', max. 5' above floor. Sec. 906.9, 906.3
(2.5) FE shall be installed on hanger/bracket or housed in cabinet. Sec. 906.7
door if enclosed. Sec. 509.1: Last 5-Year Gertificate Date
$\square$ (4.3) Provide 3 ' clearance FDC/PIV/Hydrant.
Sec. 507.5.5
$\square$ (3.11) Sprinklers missing in the following areas:
Sec. 901.6
(3.3) Replace missing sprinkler escutcheons. Sec. 901.4
(3.4) Provide listed sprinkler guard. NFPA 13, Sec. 6.2.8
(2.8) FE shall be serviceand tagged annuaty. Tite-49; Last Service Date:
 (2.6) Provide signage to clearly identify FE, CFC 906.6.
(ELECTRICALMMECHANICAL AREAS)
(13.12) Label doors to electrical rooms "Main Electrical." Sec. 605.3.1
(11.2) Patch holes in walls/ceilings inside mechanical/electrical rooms. Sec. 703
(14.5) Remove storage inside mechanical/electrical rooms. Sec. 315.3.3
(0.0) Label gas/electric meters to identify unit served. Sec. 509.1.1
(14.7) Strap water heaters at upper and lower one-third of their dimension. CPC Sec. 507.2
$\square$ (13.11) Provide clearance for electrical service equipment; 30" front, 78" height. Sec. 605.3

## (FIRE ALARM PANEL)

## (36.5) Provide ID sign on access door if panel concealed. Sec. 509.1 (36.8) Label batteries with date installed. Sec. 901.6 <br> (36.7) Provide circuit lock for breaker. NFPA 72 Sec. 10.6.5.4

(36.2) Maintain system in operative condition. Sec. 901.6(15.5) Provide K-type extinguisher within $30^{\circ}$ of deep-fat frying. (KITCHEN) Sec. 904.11.5
$\square$ (15.4) Hood suppression systems shall be serviced every six months.
(15.8) Hoods/filters/fans shall be cleaned every six months. Records $\square$ shall be maintained on the premises. Sec. 904.11.6
(15.9) Maintain $16^{\prime \prime}$ horizontal clearance between fryer and open flame. CMC Sec. 515.1.1.3

## (STORAGE)

$\square$ (14.2) Reduce storage $\mathbf{2}^{\prime}$ from ceiling (nonsprinklered building).
$\square$ (14.1) Reduce storage $18^{\prime \prime}$ " below fire sprinkler deflector. Sec. 315.3.1 Sec. 315.3.1
$\square$ (14.16) Remove trash, lint behind soft drink/candy machines/washers and dryers.
(38.1) Secure gas cylinders with noncomb. straps/chains to prevent falling. Sec. 5303.5.3
(FIRE-RESISTIVE CONSTRUCTION)(44.1) Trash chute doors shall close and latch (existing fusible link not exceeding $135^{\circ}$ ). Sec. 704.2
$\square$ (11.4) Remove obstruction(s) from fire-resistive assemblies (fire doors, windows, fire dampers). Sec. 703.2
$\square$ (11.2) Repair fire-resistive construction (walls, ceilings, columns). Sec. 703.1
$\square$ (11.6) Provide signage for roll-down or sliding fire doors, "FIRE DOOR DO NOT BLOCK." Sec. 703.2.1(8.14) Remove obstructions from path of egress. Sec. 1030.1 (MEANS OF EGRESS) $\quad \square \quad$ (8.17) Aisle width in $\mathrm{B}, \mathrm{M}$ Occupancies: Shall not be less than $\mathbf{3 6 "}$. Sec. 1017.3
$\square$ (8.4) Exit doors shall be operable without key or special effort or knowledge. Exception: Key-locking hardware on main exit. Post sign: "This door to remain unlocked whenever the building is occupied." CBC 1008.1.9
$\square$ (8.6) Exit doors shall not be concealed with decorations, furnishings or equipment. Sec. 1030.6
(ELECTRICAL HAZARDS)
(13.18) Abate electrical hazards identified as follows:


This notice is Intended to require a reasonable degree of fire and life safety. Due to access difficulties, some areas or rooms may not have been inspected. This does not absolve the responsible party(ies) from compliance with the law. All sections reference the 2010 California Fire Codel 2009 International Fire Code (CFC/FFC) unless otherwise indicated:
(1.1) Provide visible address/unit numbers in contrasting background-minimum 6" size. MVCC Chapter 14

- (14.13) Dumpsters exceeding 40 cubic feet: Keep 5 ' from walls or openings. Sec. 304.3.3
(EXTERIOA)
(43.2) Secure pool area with fence/self-closing/self-latching gate. CBC Sec. 3109.3
$\square$ (14.4) Remove excess combustibles away from structure or property line.


## Sec. 304.1

(1.2) Maintain fire lane. Clear width $20^{\prime}$ height $13^{\prime} 6^{\prime \prime}$. Sec. 503.4
(42.1) Vehicle impact protection required for gas meters/piping. Sec. 603.9 (12.2) Remove storage from beneath stairs. CBC Sec. 1009.6.3

## (FIRE PROTECTION EQUIPMENT)


(41.3) On-site Hydrants: Maintain in operative condition. Sec, 507.5.2
(4.1) FDC: Replace caps, repair swivel, provide inlet gasket(4.7), install address , all-weather sign with minimum 48 font. Sec. 901.6
(3.9) Spare sprinkler box: Provide wrench/spare heads. NFPA 25 Sec. 2-4 weather sign with 48 font. NFPA 13, Sec. 6.8
$\square$ (3.1) Remove (ropes, wires, cables, flags, banners) from fire sprinkler piping. Sec. 901.6
(3,2) Replace damaged/corroded/painted sprinklers. NFPA 25, Sec. 5.2.1.1.2
(2.1) Install FE(s) with a minimum rating of 2-A:10-B:C not to exceed $50 / 75^{\prime}$ of travel. ( $50^{\prime}$ travel for high-hazard occupancies) Min. 4', max. $5^{\prime}$ above floor. Sec. 906.9
(2.5) FE shall be installed on hanger/bracket or housed in cabinet. Sec. 906.7
$\square$ (5.10) System riser location: Provide ID sign on door if enclosed. Sec. 509.1; Last 5-Year Certificate Date
$\square$ (4.3) Provide 3' clearance FDC/PIV/Hydrant. Sec. 507.5.5
(3.11) Sprinklers missing in the following areas:
(3.4) Provide listed sprinkler guard. NFPA 13, Sec. 6.2.B
(13.12) Label doors to electrical rooms "Main Electrical." Sec. 605.3.1
(11.2) Patch holes in walls/ceilings inside mechanical/electrical rooms. Sec. 703.1
(14.5) Remove storage inside mechanical/electrical rooms. Sec. 315.2.3
(0.0) Label gas/electric meters to identify unit served.
(2.8) FE shall be service andtagged annually. Sec. 901.6; Last Service Date:
$\square$ (14.7) Strap water heaters at upper and lower one-third of their dimension. CPC Sec. 508.2
$\square$ (13.11) Provide clearance for electrical service equipment; 30" front, 78" height. Sec. 605.3

## (FIRE ALARM PANEL)

(36.5) Provide ID sign on access door if panel concealed. Sec. 509.1
(36.8) Label batteries with date installed. Sec. 901.6
(36.7) Provide circuit lock for breaker. NFPA 72 Sec. 4.4.1.4.2.2
(36.2) Maintain system in operative condition. Sec. 901.6
(36.4) Provide label identifying source of power and circuit number. NFPA 72 (36.1) Provide documentation of annual testing. NFPA 72, Sec. 1001.5.2
(15.5) Provide K-type extinguisher within $30^{\prime}$ of deep-fat frying. Sec. 904.11.5
$\square$ (15.8) Hoods/filters/tans shall be cleaned every six months. Records stall be maintained on the premises. Sec. 904.11.6
(15.4) Hood suppression systems shall be serviced every six months.

Sec. 904.11.6.2 Last Serviced:
(15.9) Maintain $16^{\text {" }}$ horizontal clearnance between fryer and open flame. CMC Sec. 515.1.2.4
(STORAGE)
(14.2) Reduce storage 2 ' from ceiling (nonsprinklered building).
(14.1) Reduce storage 18" below fire sprinkler deflector. Sec. 315.2.1 Sec. 315.2.1
$\square$ (14.16) Remove trash, lint behind soft drink/candy machines/washers and dryers.
(38.1) Secure gas cylinders with noncomb. straps/chains to prevent falling. Sec. 3003.5.3

## (FIRE-RESISTIVE CONSTRUCTION)

$\square$ (44.1) Trash chute doors shall close and latch (existing fusible link not exceeding $135^{\circ}$ ). Sec. 704.2
$\square$ (11.4) Remove obstruction(s) from fire-resistive assemblies (fire doors, windows, fire dampers). Sec. 703.2
$\square$ (11.2) Repair fire-resistive construction (walls, ceilings, columns). Sec 703.1
$\square$ (11.6) Provide signage for roll-down or sliding fire doors, "FIRE DOOR DO NOT BLOCK." Sec. 703.2.1
(11.5) Provide written records showing annuar testing of fire dampers; fusible links replaced every 4 years. NFPA 90A Sec. 5.4.7
$\square$ (8.8) Swinging fire doors shall close and latch. Sec. 703.2.3
$\square$ (8.8) Horizontaivertical sliding and rolling fire doors shall be inspected and tested annually. Records shali be maintained and available for review. Sec. 703.4(8.14) Remove obstructions from path of egress. Sec. 1030.1
$\square$ (8.4) Exit doors shall be operable without key or special effort or knowledge. Exception: Key-locking hardware on main exit. Post sign: "This door to remain unlocked whenever the building is occupied." CBC 1008.1.9
$\square$ (8.6) Exit doors shall not be concealed with decorations, furnishings or equipment. Sec. 1030.6
(MEANS OF EGRESS)
$\square$ (8.17) Aisle width is $B, M$ Occupancies: Shall not be less than $36^{\prime \prime}$.
Sec. 1017.2
$\square$ (12.2) Remove storage from exits or exit enclosures. Sec. 315.2.2
(8.20) Maintain illuminated exit signs at all times. Sec. 1011.2
(8.18) Exit signs shall be installed for each required exit. Sec. 1011.1
(8.21) Emergency lighting, where provided, shall be maintained. Sec. 1006.1
( $8.18 / 8.21$ ) Install exit sign/emergency lighting as follows:
$\square$ Dry Chem/FM 200/Halon
 Year $\square 2$ Ỳ
tors
代 Sprinklers -ar AC Smoke Detectors $\triangle$ Sprinklers $\qquad$ PRIMARY INSPECTION DATE 1-1)-12 Preaction System $\square$ Standpipe $\square$ Hood \& Duct $\square$ Private Hydrant $\square$ Othe REINSPECTION DATES

## PRIMARY INSPECTION RESULTS: $\square$ No Violations Observed

 $\square$ Violation Observed, See belowVacant
Referred To F\&EPD
This notice is intended to require $/$ reasonable degree of tire and life safety. Due to access difficulties, some areas or rooms may not have been Inspected. This does not absolve the responsible party(les) from compliance with the law. All sections reference the 2010 California Fire Codel 2009 International Fire Code (CFC/IFC) unless otherwise Indicated:(34.2) Key box required-Contact FEPD for application. Sec. 506(1.1) Provide visible address/unit numbers in contrasting background-minimum 6" size. MVCC Chapter 14
(EXTERIOR)
(14.13) Durnpsters exceeding 40 cubic feet: Keep $5^{\prime}$ from walls or
openings. Sec. 304.3 .3 - Sec. 3109.3
$\square$ (14.4) Remove excess combustibles away from structure or property line. Sec. 304.1
(1.2) Maintain fire lane. Clear width $20 /$ height $13^{\prime} 6^{\prime \prime}$. Sec. 503.4
(42.1) Vehicle impact protection required for gas meters/piping. Sec. 603.9
(12.2) Remove storage from beneath stairs. CBC Sec. 1009.6.3
(FIRE PROTECTION EQUIPMENT)(41.3) On-site Hydrants: Maintain in operative condition. Sec. 507.5.2
(4.1) FDC: Replace caps, repair swivel, provide inlet gasket/(4.7), install address sign-all-weather sign with minimum 48 font. Sec. 901.6(3.9) Spare sprinkler box: Provide wrench/spare heads. NFPA 25 Sec. 2-4
(6.2) PIV: Provide hande, secure handle, lock open/(6.4) Install address sign-allweather sign with 48 font. NFPA 13, Sec. 6.8(3.1) Remove (ropes, wires, cables, flags, banners) from fire sprinkler piping. Sec. 901.6
$\square$ (5.10)-System riser location: Provide ID sign on
door if enclosed. Sec. 509.1 ; Last 5 -Year
Certificate Date
$\square$ (4.3) Provide 3' clearance FDC/PiV/Hydrant. Sec. 507.5.5
$\square$ (3.11) Sprinklers missing in the following areas:
Sec. 901.6
$\square \begin{aligned} & \text { (3.3) Replace missing sprinkler escutcheons. Sec. } 901.4 \\ & \text { (3.4) Provide listed sprinkler guard. NFPA 13, Sec. 6.2. }\end{aligned}$
(3.2) Replace damaged/corroded/painted sprinklers. NFPA 25, Sec. 5.2.1.1.2 (FIRE EXTINGÜISHERS—FE)(2.1) Install __FE(s) with a minimum rating of 2-A:10-B:C not to exceed 50'75' of travel. (50' travel for high-hazand occupancies) Min. 4", max. 5' above floor.
Sec. 906.9
(2.5) FE shail be installed on hanger/bracket or housed in cabinet. Sec. 906.7
(2.8) EEsfall bey gerviceakorfagged annyally. Sec. 901.6; 2.8) Service Date $\rightarrow\langle\underbrace{2}$ (2.6ाएronide signage to clearly identify FE, CFC 906.6.

## (ELECTRICAL/MECHANICAL AREAS)

## (13.12) Label doors to electrical rooms "Main Electrical." Sec. 605.3.1

(11.2) Patch holes in walls/ceilings inside mechanical/electrical rooms. Sec. 703.1
(14.5) Remove storage inside mechanical/electrical rooms. Sec. 315.2.3
$\square$ (14.7) Strap water heaters at upper and lower one-third of their dimension. CPC Sec. 508.2
$\square$ (13.11) Provide clearance for electrical service equipment; $30 "$ front, 78 " height. Sec. 605.3
(FIRE ALARM PANEL)
(36.5) Provide ID sign on access door if panel concealed. Sec. $509.1 \square$ (36.2) Maintain system in operative condition. Sec. 901.6
(36.8) Label batteries with date installed. Sec. 901.6
(36.4) Provide label identifying source of power and circuit number. NFPA 72
(36.1) Provide documentation of annual testing. NFPA 72, Sec. 1001.5.2
(36.7) Provide circuit lock for breaker. Sec. 4.4.1.4.2.2 (KITCHEN)
(15.5) Provide K-type extinguisher within 30 of deep-fat frying.
[] (15.4) Hood suppression systerns shall be serviced every six months.
Sec. 904.11.5 Sec. 904.11.6.2 Last Serviced:
(15.8) Hoods/filters/fans shall be cleaned every six months. Records
(15.9) Main shall be maintained on the premises. Sec. 904.11.6 CMC Sec. 515.1.2.4

## (STORAGE)

$\square$ (14.2) Reduce storage 2 ' from ceiling (nonsprinkiered building).
$\square$ (14.1) Reduce storage 18" below fire sprinkler deflector. Sec. 315.2.1 Sec. 315.2.1(14.16) Remove trash, lint behind soft drink/candy machines/washers $\square$ and dryers.
(38.1) Secure gas cylinders with noncomb. straps/chains to prevent falling. Sec. 3003.5.3
(FIRE-RESISTIVE CONSTRUCTION)(44.1) Trash chute doors shall close and latch (existing fusible link not $\square$
(11.5) Provide written records showing annual testing of fire dampers; exceeding $135^{\circ}$ ). Sec. 704.2
fusible links replaced every 4 years. NFPA 90A Sec. 5.4.7
$\square$ (11.4) Remove obstruction(s) from fire-resistive assemblies (fire
$\square$ (8.8) Swinging fire doors shall close and latch. Sec. 703.2.3 doors, windows, fire dampers). Sec. 703.2
(11.2) Repair fire-resistive construction (walls, ceilings, columns).
$\square \quad(8.8)$ Horizontal/vertical sliding and rolfing fire doors shall be Sec. 703.1
$\square$ (11.6) Provide signage for roll-down or sliding fire doors, "FIRE DOOR DO NOT BLOCK." Sec. 703.2.1
inspected and tested annually. Records shall be maintained and available for review. Sec. 703.4
(MEANS OF EGRESS(8.14) Remove obstructions from path of egress. Sec. 1030.1
(8.17) Aisie width in B, M Occupancies: Shall not be less than $36^{\prime \prime}$. Sec. 1017.2
[.] (8.4) Exit doors shall be operable without key or special effort or knowledge. Exception: Key-locking hardware on main exit. (12.2) Remove storage from exits or exit enclosures. Sec. 315.2-2 Post sign: "This door to remain unlocked whenever the building is occupied." CBC 1008.1.9
(8.20) Maintain illuminated sxit signs at all times. Sec. 1011.2
(8.6) Exit doors shall not be concealed with decorations, furnishings (8.18) Exit signs shall be installed for each required exit. Sec. 1011.1 (8.21) Emergency lighting, where provided, shall be maintained. Sec. 1006.1 (8.18/8.21) install exit sign/emergency lighting as follows:

## (ELECTRICAL HAZARDS)

(ī̄, iठ̋) Ábate eiectricai hazards identified as foliows:
$\square$ (13.19) Temporary wiring shall not exceed 90 days.

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 cooperate in all recycling efforts and comply with applicable laws and Rules regarding recycling.
11. ACCESS TO PREMISES: The Parties agree that upon advance reasonable written notice to Resident(s), unless otherwise agreed to by Resident(s), Landlord shall have the right to enter the Premises during normal business hours for the purpose of: (a) making desired, necessary or agreed repairs, decorations, alterations, improvements, or renovations to the Premises, to an adjacent unit or for the benefit of the building in which the Premises is located; (b) supplying necessary or agreed services; (c) showing the unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors; or (d) for any other purposes permitted by California Civil Code Section 1954 (and any other applicable statutes or amendments which might be enacted subsequent to the execution of this Lease). The Parties hereby agree that twenty-four (24) hours' notice is presumed reasonable, although the Parties acknowledge that a shorter time period may also be reasonable under some circumstances. In the case of an emergency, or Resident(s)'s abandonment or surrender of the Premises, Landlord or its agent may enter the Premises at any time without first securing Resident's prior permission. Resident(s) agrees to permit Landlord access to the Premises in accordance with this Paragraph. Resident(s) also agrees that if Resident(s) denies Landlord access to the Premises when Landlord is in compliance with statutory requirements and entitled to access, any such denial of access shall be deemed a material and incurable breach of this Lease and shall entitle Landlord to serve Resident(s) with a three-day notice to quit.
12 OCCUPANCY: The Premises shall be occupied only by the following persons:

| Name | Date of Birth |
| :--- | :--- |
| DELMA CAMACHO |  |
| Leticia Camacho |  |
| Natalya Camacho |  |

No other persons have permission to occupy the Premises unless such permission is in writing and signed by Landlord or its authorized agent. Landlord's acceptance of rent from any other individual shall be deemed to be the payment of rent on behalf of the Resident(s) named above and shall not constitute permission for the person making the payment to occupy the Premises. Should any person not named above make any claim to right of possession of the Premises, any such person shall be deemed to be the guest or invitee of the named Resident(s) and their claim to right of possession shall be denied. Any person named above in this Paragraph who is not also named above as a Resident and/or who is not a signatory to this Lease shall be deemed to be invitees of the named Resident(s), who are signatories to this Lease. Accordingly, if any such individual is not named in any unlawful detainer action to regain possession of the Premises, and if any such individual thereafter makes a claim to right of possession of the Premises, that claim shall be denied on the basis that said individual is the invitee of the named Resident(s) and does not have an independent claim to right of possession of the Premises. Resident(s) understands that in no event shall more than two persons per bedroom plus one additional person occupy the Premises. If the household composition changes such that the number of occupants exceeds this occupancy standard, Resident(s) agrees that such over-utilization shall be grounds for Landlord to terminate this Agreement, solely at Landlord's option.
13. ASSIGNMENT AND SUBLETTING: Unless prohibited by local regulations, Resident(s) shall not assign this Lease nor sublet all or any part of the Premises. Permitting any person not named as an occupant or as a Resident in this Lease to occupy the Premises shall be deemed an improper subletting of the Premises and shall subject the tenancy to

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termination of this Agreement as provided in this Lease and by law.
20. LIQUID-FILLED FURNITURE AND AQUARIUMS: Waterbeds and other liquid-filled furniture are allowed only under the regulations of California Civil Code Section 1940.5, which requires proper insurance coverage for waterbeds. A certificate of insurance evidencing waterbed coverage must be provided to Landlord prior to Resident(s) bringing any liquid-filled furniture into the Premises. Resident(s) must provide Landlord with at least twenty-four (24) hours' written notice prior to the installation, removal or movement of any liquid-filled furniture and Landlord has the right to be present at the time of such installation, removal or movement. Installation, movement and removal must be done in accordance with standards set by the manufacturer, retailer or state law, whichever provides the highest degree of safety. No aquariums over 10 gallons are permitted without prior written consent of Landlord. If Resident(s) installs any liquid-filled furniture, the Security Deposit shall be increased by $\$ \mathbf{5 0 0 . 0 0}$, which in no event shall be more than one-half of one month's rent.
21. CONDITION OF PREMISES-ALTERATIONS: Resident(s) has inspected the Premises and acknowledges that the Premises is in good and habitable order and repair at the time Resident(s) is given occupancy. Resident(s) agrees not to make any alterations or improvements to the Premises without the prior written consent of Landlord. All additions, fixtures and improvements shall be Landlord's property and shall remain upon the Premises after the termination of the Lease unless Landlord, as a condition to allowing Resident(s) to make such alteration, requires that the Premises be restored to the condition existing prior to such alteration or addition. Resident(s) agrees not to install additional or different locks or gates on any doors or windows of the Premises without written permission of Landlord. If Landlord approves Resident(s)'s request to install such locks, Resident(s) agrees to provide Landlord with a key for each lock.
22 CLOTHESLINES/DRYING RACKS: If the Premises has a private patio, deck or balcony, which is enclosed by a fence, railing or other structure, Resident is permitted to hang clothing, blankets or other laundry on the patio, deck or balcony subject to the following rules and conditions:
a. No more than two drying lines/racks may be in use at any one time.
b. Items may not be left on the drying lines/racks for more than 24 hours (i.e., all items must be removed within 24 hours of being put out on the drying lines/racks).
c. Drying lines or racks must be free standing.
d. No drying lines or racks may be attached or affixed in any manner to any portion of the building, fence, railing, wall, building support structure, or light fixtures.
e. Drying lines/racks cannot be higher than the patio, balcony, or deck fence or railing.
f. Drying lines/racks cannot be clearly visible from the sidewalk or street.
g. Drying lines/racks cannot block entrance to or egress from the apartment, create a health or safety hazard or interfere with walkways or utility service equipment.
h. Drying lines or racks cannot interfere with the maintenance of the property.
i. Clothes may not be draped over fence or balcony railings, or hung from any building fixtures.

If your private patio or balcony is not enclosed by a fence, railing or other structure, Resident(s) is not permitted to hang



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7．The use or storage of gasoline，cleaning solvent or other combustibles in the unit is prohibited．
8．Resident shall ensure that no personal belongings，including shoes，welcome mats，bicycles，play equipment or other items are left in the halls，stairways，common areas or about the building．

## E．MAINTENANCE，REPAIRS AND ALTERATIONS

1．Resident shall advise Landlord，in writing，of any items requiring repair（dripping faucets，light switches，etc．）． Notification should be immediate in an emergency or for normal problems within business hours．Repair requests should be made as soon as the defect is noted．

2 Service requests should not be made to maintenance personnel rather than Landlord．
3．Costs of repair or clearance of stoppages in waste pipes or drains，water pipes or plumbing fixtures caused by Resident negligence or improper usage are the responsibility of the Resident．Payment for corrective action must be paid by resident on demand．

4．No alterations or improvements shall be made by Resident without the consent of Landlord．Any article attached to the woodwork，walls，floors or ceilings shall be the sole responsibility of the Resident．Resident shall be liable for any repairs necessary during or after residency to restore premises to the original condition．Glue or tape shall not be used to affix pictures or decorations．
5．Residents are not allowed to tamper with the smoke gaskets or any component of their front entry doors and they shall refrain from propping doors open in corridors and stairwells．

6．Resident may use a clothesline or drying rack in a private area，provided the following conditions are met：
a．the Resident obtains prior written approval from the Landlord for the location and type of clothesline or drying rack， （Resident will need to sign a separate addendum）and
b．the clothesline or drying rack will not create a health or safety hazard，block doorways，interfere with walkways or utility service equipment，or interfere with the maintenance of the rental property，and
c．the clothesline or drying rack shall not be attached to the building or other structure on the premises，and
d．the clothesline or drying rack shall only be placed in an outdoor area in the Resident＇s premises enclosed by a wall or fence with access from a door of the premises．

## F．PARKING AND VEHICLES

1．Number of parking spaces assigned to Resident＇s unit： $\qquad$ Only one vehicle may be parked in each space．NOTE： Your assigned parking space is $\qquad$
2 Resident shall only use assigned parking spaces and shall ensure that their guests park only in unassigned areas or designated guest parking at all times and will not park in another resident＇s designated parking space．Resident shall ensure that posted and designated fire zones or＂No Parking＂areas remain clear of all vehicles at all times．Vehicles parked in unauthorized areas or in another resident＇s space may be towed away at the vehicle owner＇s expense．

3．Only currently registered vehicles may be parked on the property．A vehicle that lacks an engine，transmission，wheels， tires，doors，windshield，or any other major part or equipment necessary to operate safely on the highways，is subject to tow under California Vehicle Code Section 22658.

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