

CITY OF MOUNTAIN VIEW RENTAL HOUSING COMMITTEE
HEARING OFFICER DECISION PURSUANT TO
THE COMMUNITY STABILIZATION AND FAIR RENT ACT (“CSFRA”)

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| Rental Housing Committee Case Nos.: | C2324003 & C2324004 (Petitions A & B— Unlawful Rent and Failure to maintain a habitable premises or make necessary repairs) |
| Property Address: | 2120 W. Middlefield Rd. |
| Affected Units: | Unit ■ |
| Petitioner Tenant Name(s): | Delma Maciel |
| Respondent Owner Name(s) | TayCon Properties Ella Levin, representative |
| Hearing Officer: | E. Alexandra DeLateur |
| Date of Pre-Hearing Conference: | October 18, 2023 (Zoom) |
| Date of Hearing: | November 8, 2023, at 2:00 p.m. (Zoom) |
| Date of Service: | (See Attached Proof of Service) |

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

1. The petition in the above case (the “Petition”) was filed by Delma Maciel (“Petitioner”) on or about August 25, 2023 and was accepted by the City on or about September 26, 2023.
2. A Notice of Hearing on Petition was served on September 26, 2023, setting a Hearing on November 8, 2023 with a Prehearing Conference on October 18, 2023.
3. Respondent/Landlord filed responsive documents on October 18, 2023.
4. Respondent /Landlord filed a narrative response on or about November 15, 2023 along with documents to support their positions.
5. The parties appeared at the Prehearing Conference on October 18, 2023 and a Prehearing Order was issued dated October 19, 2023.
6. The matter was heard as scheduled on November 8, 2023. At the conclusion of the hearing, the Hearing Officer issued a Post-hearing Order holding the record open until the close of business on November 20, 2023 for submission of additional evidence.

II. PARTIES WHO ATTENDED THE HEARING

The following parties attended the Hearing:

Petitioner(s): Delma Maciel (“Tenant” of “Petitioner”)

Respondent(s): Ella Levin (“Landlord” or “Respondent”) for TayCon Properties on behalf of the Landlord

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

Patricia Black, Senior Management Analyst, Rent Stabilization Division, City of Mountain View

Alitcel Camacho, Outreach Specialist, Rent Stabilization Division, City of Mountain View (observer only)

III. WITNESSES

The parties, Ms. Maciel and Ms. Levin, were sworn in and presented testimony and evidence at the hearing. Additional witnesses were called, sworn in, and appeared: Leticia Camacho and [REDACTED] (for Petitioner), Brett Gavin, and Amanda Albert (for Respondent).

IV. SUMMARY OF THE EVIDENCE

Petitioner entered into a Lease dated January 29, 2021 for the property known as 2120 W. Middlefield Road, Unit [REDACTED] for a term of twelve months, commencing February 19, 2021. The tenants include the Petitioner and their two daughters. The initial rent stated in the Lease was \$2,695.00 per month for the first and last months of the Lease and a concession of \$404 per month for ten months so that the monthly rent for ten months was \$2,291.00 per month. The Lease included numerous terms and addenda, including disclosures required by the CSFRA, a Utility Addendum, and an Addendum dealing with concessions at pages 52 and 53.

By a notice dated June 28, 2022 and effective August 1, 2022, Respondent raised Petitioner’s rent from \$2,695.00 per month to \$2,748.90 per month. Respondent also commenced charging Petitioner for utilities on about October 3, 2022, and for a recurring “insurance fee” on about February 27, 2023. Respondent wrote a 30-day Notice of Change of Terms letter (undated) informing the Petitioner that they will be charged for utilities (water, sewer, and trash services) effective August 1, 2022 or at the

expiration of their lease, whichever is earlier. It is unclear from the evidence that this notice was served as there was no proof of service attached.

Petitioner filed this Petition for two grounds: A) unlawful rent regarding the imposition of the 2021 AGA (annual general adjustment)¹, an alleged error in the calculation of rent due to a concession in the lease, and the initiation of utility charges during the lease term, and B) failure to maintain a habitable premises/failure to repair causing a reduction in housing services related to a number of repairs that the Respondent has allegedly failed to address timely.

The Petitioner argues that the following areas of maintenance and repairs were not adequately and timely addressed: 1) the reglazing peeling off the sink, shower, and bathtub, 2) a leaking sink faucet and toilet, 3) persistent issues with the trash bin/dumpster outside the building which a) was overflowing attracting vermin and b) obstructed her assigned parking space on trash pickup days, 4) unavailability of the laundry room, 5) unavailability/closure of the pool due to a broken gate, and 6) a tenant portal for reporting maintenance issues that did not allow for communication between the managers and the tenants after the initial report/request. Petitioner specifically disputes a plumbing invoice in the amount of \$850.00 that Respondent passed through to them on the basis that Petitioner and their family caused a blockage/slowing of the water flow in the pipes. This plumbing charge was paid through the tenant portal without Petitioner's consent as Respondent had the Petitioner's credit card on file. Later, the Respondent credited the Petitioner's rent ledger \$450.00 as a compromise after having charged her credit card on file the full \$850.00. Petitioner presented evidence in the form of testimony, bank statements, the Lease, utility invoices, videos, photos, and texts.

Respondent presented evidence that some of the Petitioner's maintenance issues have been addressed fully and others have been subject to unique challenges, such as the rules and limitations imposed by Recology, the company that empties the dumpsters, the property's particular location within the City, the homeless crisis, etc. Respondent brought evidence that Terminix has been hired as the new pest control servicer for this property, that Recology was contacted to find solutions to the pest problem around the overflowing dumpsters and the location of the dumpsters on pickup days, and Anna's Cleaning Service was hired to maintain the laundry room. An additional invoice submitted dealt with repair of the pool area gate that was broken. Respondent further testified that some of the Petitioner's communications have not been clear while other

¹ The Notice of Rent Increase dated June 28, 2022 indicates that the 2021 AGA is the basis of the increase but Petitioner listed the 2022 AGA as the basis in her Petition. The amount of increase imposed is based on the Notice which references the 2021 AGA of 2%.

issues are beyond their control, such as homeless persons finding their way onto the property and causing damages to the laundry facilities.

Respondent argued that the rent charged was lawful because the increases imposed on this unit were supported by calculations as set forth in the Lease. Specifically, the Lease included a provision that the rent increases would be calculated on the monthly rent of \$2,695.00 without regard to the concessions for ten of the first twelve months of the term. Respondent provided the relevant excerpt of the Lease to support their calculations.

Respondent presented evidence in the form of testimony and documents, including the rent ledger, notices, the Lease, repair invoices, emails, and text messages.

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

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

V. ISSUES PRESENTED

- A.** Did Petitioner receive a proper and effective notice of rent increase on about June 28, 2022, pursuant to the CSFRA Sections 1706 and 1707 and CSFRA Regulations?
- B.** If the answer to A is negative (the notice was improper), what is the current lawful rent and what amounts must be refunded, if any?
- C.** Did Petitioner suffer from a reduction in housing services due to either the Respondent's failure to maintain a habitable premises or a refusal to maintain or make necessary repairs pursuant to Petitioner's reasonable request?
- D.** If the answer to C is affirmative, what are the appropriate damages, if any?

VI. FINDINGS OF FACT SUPPORTING THIS DECISION

- 1. Petitioner has resided in the subject unit as their primary residence for at least twelve (12) months.
- 2. The parties entered into a Lease dated January 29, 2021 which called for a tenancy starting February 19, 2021 and monthly rent of \$2,695.00 but included a Concession Addendum providing a monthly concession of \$404.00 for ten (10) months.
- 3. Respondent charged Petitioner monthly rent as follows from the inception of the Lease: \$2,695.00 for two (2) months and \$2,291.00 (\$2,695-\$404 concession) for ten (10) months for a total of \$28,300 for the entire initial twelve months, which Petitioner paid.

4. Respondent issued a Notice of Rent Increase document effective August 1, 2022 which sought to raise Petitioner's rent from \$2,695.00 to \$2,748.90 which includes the AGA for 2021 of 2%, using a Base Rent of \$2,695.00.
5. The Respondent did not utilize the proper calculations regarding rent concessions under the CSFRA.
6. The lawful Base Rent for this unit is \$2,358.33.
7. The Notice of Rent Increase dated June 28, 2022 included the mandatory CSFRA attachment and notices for a rent increase.
8. The Annual General Adjustment (AGA) for 2021 is 2%.
9. The Annual General Adjustment (AGA) for 2022 is 5%.
10. Calculating the proposed rent increase based on the correct Base Rent of \$2,358.33, the rent increase amounts to a 17% increase.
11. The Respondent has paid the CSFRA fees and registered the property with the Rent Stabilization Division as required.
12. The City of Mountain View is unaware of outstanding health, safety, or fire protection violations regarding this property at the time the Petition was filed.
13. Respondent wrote an undated 30-day Notice of Change of Terms letter informing the Petitioner that they will be charged for utilities (water, sewer, and trash services) effective August 1, 2022 or at the expiration of the Lease, whichever is earlier. It is unclear from the evidence that this notice was served as there was no proof of service attached.
14. The Lease included a Standard Utility Addendum providing that the tenant shall be responsible for electricity, gas, telephone, cable TV, etc. as well as water and garbage services. The landlord provides only "energy to heat hot water."
15. The Respondent's rent ledger (provided from February 19, 2021 to June 1, 2023) for this tenancy includes charges for \$850.00 plumbing services, premises rent, late charges, utility charges, and insurance fees.
16. Per the Respondent's rent ledger, Respondent charged Petitioner late fees for the utilities charged but unpaid at the rate of \$100.00 per month.
17. The sink, shower and bathtub have peeling surfaces and Petitioner testified that they had been reglazed several times by the prior property management company.
18. Respondent offered to reglaze the sink and bathtub through a contractor that management knows and trusts, but Petitioner has refused to allow the work to be done.

19. The toilet backed up and was ultimately cleared by a plumber who stated to the management that the cause was wipes that were flushed down the toilet.
20. Petitioner stated that they and their family do not use wipes and did not flush wipes down the toilet.
21. The large bins/dumpsters on the property normally occupy an area that does not block Petitioner's assigned parking spot; however, the dumpsters must be moved to the curb for Recology to pick up garbage once a week. When the dumpsters are moved into place at the curb, they block Petitioner's access to her parking spot.
22. The dumpsters on the property have often overflowed and attracted rats and vermin.
23. Sometimes, landscape waste was dumped into the trash dumpster by the landscape company hired to serve the property.
24. Petitioner agreed that the rat problem has been resolved with Respondent's new efforts regarding pest control.
25. Recology has indicated to the Respondent that the dumpsters cannot be collected by their trucks in the location where the bins are stored but must be moved to the curb.
26. Respondent has attempted to counsel the tenants on the property on how to properly recycle and also reduce trash in the dumpsters and bins provided.
27. Respondent has hired a new pest control company, Terminix, to treat the entire property for pests.
28. Petitioner expressed that the laundry room at the property rarely works, there are many large spiders, and the vent is not working, causing her to go to an off-site laundromat to wash her clothes.
29. Respondent had hired the pest control company to deal with the spiders in the laundry room and Petitioner agreed that the spider issue was resolved.
30. Respondent explained that there are homeless persons who break into the laundry room to steal the money from the coin-operated machines. Respondent has paid to have the coin mechanism replaced and repaired when this happens.
31. Respondent has hired Anna's Cleaners to service the laundry room once a week.
32. Petitioner testified that the pool is often closed because the gate is broken, making it unsafe for tenants and forcing tenants to find alternative options for swimming.
33. Additionally, Petitioner stated that a tenant, like her daughter, must join a gym and pay extra for a pool elsewhere if they want to swim for exercise on a reliable schedule.

34. Respondent showed that they had paid to have the gate fixed. Furthermore, they testified that if the City of Mountain View closes down the pool, it is not their choice to prevent access to it. Respondent testified that the City of Mountain View closed the pool for safety reasons and must also inspect the repairs before the pool can be reopened for the tenants which takes time.
35. Petitioner did not always use the tenant portal to report a maintenance or repair issue to management. She claims that the portal will allow a tenant to make a request but not follow up or receive confirmation of a work order. She described it as a “one way” communication system. Respondent testified that the tenant portal is the best way to request maintenance or repairs.
36. Respondent explained that all the tenants in this property are required to provide proof of renter’s insurance with \$100,000 coverage and list all adult tenants on the policy.
37. Respondent charged Petitioner an “insurance fee” because the proof of insurance that was provided did not have all adult tenants in the unit listed on it.
38. Petitioner was not aware that the proof of insurance that she submitted did not satisfy the Respondent’s requirements to list both Petitioner and their daughter.

VII. LEGAL AUTHORITY

CSFRA Sections 1706 and 1707 regulate rent increases for existing tenancies. A rent increase must be noticed properly in writing. *CSFRA Sec. 1707(c)*. A landlord must include specific language with notice that is often in the form of an Attachment form available on the City’s website. The maximum allowable increase for a twelve-month period is set by the Rental Housing Committee (RHC) each year and is referred to as the Annual General Adjustment or “AGA” for that year, available on September first each year. In this case, the AGA for 2021 (2%) was used for the Rent Increase Notice effective August 1, 2022 which purported to raise the Petitioner’s monthly rent from \$2,695.00 to \$2,748.90.

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

CSFRA Section 1713 states, “Non-waivability. Any provision of a Rental Housing Agreement, whether oral or written, which purports to waive any provision of this

Article established for the benefit of the Tenant, shall be deemed to be against public policy and shall be void.”

Base Rent: “The Base Rent is the reference point from which the lawful Rent shall be determined and adjusted in accordance with the Act.” *CSFRA Regulations, Chapter 2(b)*. In subsection (b)(2), the definition more specifically deals with rent concessions for a tenancy commencing after October 19, 2015 and the calculation of Base Rent. The definition of Base Rent was clarified and went into effect July 18, 2022.

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

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

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

VIII. DISCUSSION

A. Unlawful Rent

Based on the evidence presented, the Petitioner has met their burden to show that (1) Respondent has received unlawful rents, and (2) there were unresolved maintenance and repair issues that Respondent should have addressed, some of which affect the habitability of the unit. In the case of a tenancy commencing prior to September 1, 2022, the CSFRA Regulations, Chapter 4, section G (6) limits the tenant’s recovery of overpaid rent due to concessions to “a rollback to the Base Rent and a refund of only

the Rent that was overpaid within one (1) year prior date of the filing of the Petition [sic].”

The Petitioner’s tenancy commenced in February 2021 with the prior managers of this property for a twelve (12) month lease. The Lease provided for rent of \$2,695.00 per month with a concession for ten (10) months of \$404.00 per month.

The Lease also included an Addendum (pages 52 and 53 of the Lease) regarding the concessions that states in part, “Resident(s) agree to and confirms that for the purposes of all City Ordinances, the Base Rent for the rental unit is \$2,695.00 per month. Any further rent increase will be calculated off this initial Base rent of \$2,695.00.”

Respondent made the argument at the hearing that Petitioner may not seek relief from the calculation of Base Rent under the CSFRA because of this provision allegedly waiving her rights to relief under the Ordinance. To bolster this argument, Respondent argued that the provision was included in the Lease prior to the enactment of the definition of “concessions” and regulations related to them in July 2022. Even prior to the 2022 amendments to the CSFRA regarding concessions, the definition of Base Rent included only amounts actually paid by the tenant for the services. CSFRA Section 1702(b)(2). The definition of concessions and the treatment of leases with concessions followed to clarify the calculations and treatment of these leases with multiple and complicated rent schedules. Therefore, this provision allegedly waiving tenant rights under the CSFRA is against public policy and will not be enforced. CSFRA Section 1713.

Pursuant to the definition of Base Rent in the CSFRA Regulations, Chapter 2. b, the Petitioner’s Base Rent is determined by adding all of the rents actually paid in the first twelve months of the Lease, two months at \$2,695.00 and ten months at \$2,291.00, and then divide the sum (\$28,300.00) by twelve for a Base Rent of \$2,358.33. This is the starting point for any rent increase.

Respondent attempted to raise Petitioner’s rent to \$2,748.90 effective August 1, 2022. Respondent characterized the increase as a 2% increase (\$53.90) based on the 2021 AGA on its Notice and Attachment dated June 28, 2022. However, the Base Rent was in error. If the correct Base Rent is used (\$2,358.33), the additional monthly rent of \$390.57 would be a 17% increase in rent, which is not permitted by the CSFRA. Based on the incorrect Base Rent and the impermissible increase, the Notice and Attachment are not valid, and Petitioner was not required to pay the increased rent. The evidence shows that Petitioner paid rent in the amount of \$2,748.90 for August 2022, through November 2023 for renting the premises based on the Rent Ledger and bank statements, with some additional utility charges included in later months (addressed below).

Pursuant to CSFRA, Chapter 4, section G (e), Petitioner may have her rent rolled back to the appropriate Base Rent and may recover overpayments in rent due to concessions for the twelve (12) months prior to filing her Petition in August 2023. It is undisputed that Petitioner paid \$2,748.90 for the months of September 2022 through August 2023. Therefore, they are entitled to a refund of the unlawful rent collected by Respondent for that period of time: \$390.57 multiplied by twelve (12) months or **\$4,686.84**.

Furthermore, the evidence shows that Petitioner paid rent in the amount of \$2,748.90 for September 2023, October 2023, and November 2023, plus utility charges. Petitioner is entitled to refunds of the premises rent that exceeded the properly calculated Base Rent of \$2,358.33, or \$390.57 per month multiplied by three (3) months for a total overpayment of **\$1,171.71**. **If Petitioner continues to pay rent in the amount of \$2,748.90 until this decision is final, the Petitioner shall be entitled to a refund of \$390.57 for those months as well.**

Utility Charges: “Any charges for gas, electricity, water, garbage, sewer, telephone, able, internet, or other service relating to the use and occupancy of the Rental Unit.” *CSFRA Regulations, Chapter 2(v)*. Rent includes all payments to a landlord for use of the premises. It is clear under the CSFRA that utility charges paid by a tenant to a landlord constitute rent. *CSFRA Regulations, Chapter 2(p)*. Petitioner questions whether the Respondent may charge for utilities in addition to the Base Rent for the premises. They testified that no utilities were charged until October 2022, well into the tenancy. Respondent referred to a Standard Utilities Addendum (pages 29-30 of the Lease signed January 29, 2021) which states that the only utilities paid by the landlord will be “energy to heat hot water” and requiring the tenant to share water, sewer, and garbage according to an allocation formula through a ratio billing service. The Standard Utilities Addendum included a paragraph that defined the costs of utilities as “not to exceed” \$250.00 per month in rent and acknowledged that utilities paid to the landlord are defined as rent. Again, the attempt to end-run the City’s tenant protections is against public policy and is unenforceable. Further in the Addendum, Paragraph 11 states, Owner’s waiver of any provision of this Utility Addendum, or the Lease will not constitute a waiver of any other breach. Owner’s acceptance of rent or any other payment with knowledge of Resident’s failure to pay utility charges does not waive Owner’s right to enforce any provision of the Utility Addendum or the Lease. No waiver will exist unless made in writing and signed by both Resident and Owner.

The testimony and the rent ledger show that Petitioner did not pay any utilities charges to the Respondent until October 2022. However, Petitioner should have been aware of the Standard Utility Addendum in their Lease, although it is understandable that they may have forgotten about it over time when the utilities were not billed to tenants.

An undated letter from TayCon Properties addressed to the Petitioner attempted to give a 30-day notice of change of terms to impose the utilities charges on tenants at the property. The letter is detailed about the billing process and the tenants' duties to pay through the portal. The effective date is stated as either August 1, 2022 if the tenant has no active lease agreement or, alternatively, the expiration of the current lease. The record is unclear if Petitioner ever received the letter. It can be deduced from this letter that Respondent discovered that multiple tenants were not being billed for utilities despite the Lease's Standard Utility Addendum in the Lease and the management sought to start collecting the utility costs for the owner.

After the passing of the CSFRA, the change of a term in any payments to a landlord are governed as a rent increase. This definitional analysis is complicated by paragraph 11 of the Standard Utility Addendum which states that the landlord's failure to collect the utility payments does not constitute a waiver of the right to collect them. At the hearing, there was no evidence presented as to why the owner had not collected the utilities payments prior to August 1, 2022 but the Lease clearly permitted them to charge the tenants for most utilities.

The issues presented here is a) whether the presumptive utility charge of \$250.00 per month allowable utilities costs in paragraph 1 of the Addendum has any effect, (b) whether Respondent gave Petitioner an effective notice of a change of terms to start charging utilities in October 2022, and (c) whether the anti-waiver statement in paragraph 11 of the Addendum has any effect on the analysis. First, the presumptive \$250.00 per month in utilities does not change the analysis of the Base Rent because it was not actually paid by the Petitioner during the first twelve (12) months of the Lease. The statement in the Addendum also attempts to end-run the CSFRA, is against public policy, therefore, is not enforceable. Second, the 30-day Notice of Change of Terms is undated. No proof of service has been provided. Petitioner testified that she did not know that utilities were being charged by the Respondent starting in October 2022. (Although the Notice of Change of Terms referenced August 1, 2022, Petitioner testified that she was charged starting in October 2022.) Even if the Respondent served the Notice properly, the increase in rent, in the form of utility payments to the landlord, render such an effort an unlawful increase in rents per the definition of "rent" in *CSFRA Regulations, Chapter 2(p)*.

The Respondent raised the argument that the Standard Utility Addendum was part of the original Lease and includes an "anti-waiver" or "non-waiver" clause that should not prevent the Respondent from collecting the utility charges, even if they were not collected for some period of time. Anti-waiver provisions in contracts are generally enforceable but can be waived based on conduct. *B. Michael Gould v. Corinthian Colleges, Inc.*, 192 Cal.App.4th 1176 (Cal. Ct. Appeal 2011), 120 Cal.Rptr.3d 943 [a

commercial lease where the landlord's conduct rendered his anti-waiver clause ineffective]. In this CSFRA case, the Petitioner is charged with the knowledge that the Lease included the Standard Utility Addendum making them responsible for water, sewer, power, trash, etc., except energy for heating hot water. The anti-waiver provision anticipates that there may be a failure to collect some rents but that should not affect the collection of future payments. However, the City's rent stabilization law defining utility payments as a component of "rent" renders this clause void as a violation of public policy.

Based on the fact that the utilities costs were not collected in the first twelve (12) months of the tenancy, the presumptive \$250.00 per month is not included in the Base Rent. Respondent effectively changed the terms of the Lease regarding utility payments and collected unlawful rent in the form of utilities payments from Petitioner from October 2022 through the hearing date in the amount of **\$956.63**.² Those payments must be refunded to Petitioner as well as any utility payments while this matter was pending.

Late fees: The rent ledger indicates that Respondent charged Petitioner \$850.00 for the plumbing invoice which they disputed and for utilities which they disputed. Respondent charged \$100.00 in late fees and \$25.00 for an NSF charge related to the August 2022 rent. Later, on February 15, 2023, Respondent issued a credit for one late fee of \$100.00. (See discussion regarding the plumbing invoice/charge below.) As there was an ongoing balance according to the rent ledger, Respondent charged Petitioner late fees for March 2023, October 2023, and November 2023 despite the premises rent being paid timely on the first of the month. Based on this decision that the utilities charged were not lawful in this case, the Petitioner is not responsible for the late fees associated with her nonpayment of utilities charges. She paid her premises rent on time and yet paid \$300.00 in late fees through June 6, 2023. Respondent must correct the rent ledger and refund all of the \$300.00 in late fees actually paid by Petitioner due to the nonpayment of utility charges. If Petitioner has paid additional late charges for nonpayment of utilities through the time that this decision becomes final, Petitioner is entitled to a refund of those charges.

Insurance Fees: Petitioner has challenged the insurance fees which she was charged for failure to provide proper renter's insurance. They testified that they had provided a copy of a declarations page showing that insurance was in place. At the hearing,

² Respondent's rent ledger listed some utility charges that were charged but not paid and those must be removed from the ledger's calculation of amounts due from Petitioner. Petitioner paid \$166.03 in October 2022, \$39.50 in March 2023, \$251.10 in April 2023, and \$500.00 in June 2023 for utilities, totaling \$956.63.

Respondent explained that the proof of renter's insurance did not list all adult tenants in the unit and, therefore, did not protect the Respondent as required by the Lease. Petitioner asked why she hadn't been told this defect rather than simply being charged for several months of insurance fees. The evidence shows a breakdown in communication as this matter could have been managed simply and efficiently once everyone was informed of the hiccup. Although the communications broke down, it appears to be the fault of both parties and the Respondent is entitled to purchase coverage to protect the owner if the tenant fails to provide the proper proof. The charges were minor and do not rise to level requiring disgorgement back to the Petitioner. The insurance charges must cease once Petitioner provides the proper proof as required and may have already been resolved after the hearing.

B. Habitability Concerns/Maintenance and Repairs

Toilet, Tub, Sinks, and Shower: Petitioner testified that the prior management had reglazed the tub, shower, and sinks in a manner that did not last, resulting in peeling within about a month. Furthermore, they said that noxious fumes permeated the unit for a week during the reglazing process and immediately afterward. They provided photos of the peeling finish. Petitioner sought to have the items replaced rather than reglazed yet again. Respondent indicated that there is a way to reglaze with a trusted company that would not immediately peel off the surfaces. They offered to provide this service to Petitioner. However, she refused access to Respondent's maintenance crew to inspect the condition of the peeling surfaces or to allow the reglazing to be accomplished.

In light of the evidence presented, the condition of the tub, shower, and sinks is poor, and Petitioner is not required to allow the Respondent an opportunity to do the same treatment/maintenance as was already attempted by the prior managers. Reglazing may be an option to address this problem under different circumstances, but it is not reasonable to do it for this unit. It is unclear if the reglazing process would be cheaper than replacement, but it would seem so. The cost savings in this case do not justify the Respondent's actions. Petitioner is entitled to enjoy a tub, a shower, and sinks that do not peel off their surfaces. In their Petition, they valued this reduction in housing services as worth a reduction of \$250.00 in monthly rent from June 1, 2021 to the present. However, the evidence presented does not indicate the precise date when Petitioner requested maintenance regarding this issue and Respondent was not the property manager the entire period of the tenancy. Unfortunately, Respondent did not share at the hearing what date they took over management of this property. It does appear from the testimony and texts provided that the condition was discussed approximately eight months prior to the filing of the Petition. **Petitioner is awarded a rent reduction of \$100.00 per month from January 2023 to the present (8 months prior to the Petition plus September, October, November, and December 2023) for an award of \$1,200.00 and the toilet, sinks, and tub which needed repair must be**

replaced within thirty (30) days of this order becoming final. If these conditions continue after the decision is final, the Petitioner shall be entitled to an ongoing monthly refund of \$100.00 until the repair and replacement is finalized.

Furthermore, Petitioner mentioned that the caulking has suffered due to the peeling, and that water may be leaking into the walls or floor. Respondent expressed concern about possible mold and is entitled to inspect the bathrooms for signs of deeper issues, like water damage and mold. Therefore, the Petitioner is required to allow the Respondent access for such an inspection. It is a tenant's duty to report concerns that may affect the integrity and habitability of the property itself and to allow the landlord to follow up as reasonable and necessary to prevent long-term damage.

Petitioner complained that the sink spigot and toilet water were running all the time in one of the bathrooms. Petitioner requested maintenance and testified that the plumber told her that the toilet and fixtures were old and need to be replaced. In their Petition, they valued this reduction in housing services as worth a reduction of \$25.00 in monthly rent from May 1, 2023 to the present. For this issue, **Petitioner is awarded a rent reduction of \$25.00 per month from May 1 2023 to the present (4 months prior to the Petition plus September, October, November, and December 2023) for an award of \$200.00 and with a monthly rent reduction of \$25.00 continuing each month going forward until repaired.**

Respondent hired a plumber who told the Respondent that the toilet ran all the time due to "wipes" which were accumulating in the pipes, eventually blocking the flow. Petitioner testified that she was shocked to find out that the plumber's report to the managers resulted in a special charge to her ledger of \$850.00 since they held her responsible for the blockage and increased water bills, despite having no babies in her unit and no one else using wipes. The Petitioner disputed the explanation and refused to pay the charge. Respondent offered to split the plumbing bill with Petitioner, but they refused that offer as well. Petitioner asserts that the plumbing in the building is old, and that the plumber told her that the toilet needed to be replaced. They hold firm that they are not responsible for the plumber's bill for clearing the lines. The evidence was not clear what caused the plumbing problems and Petitioner disputes management's conclusions because of the age of the occupants in the unit. Landlords are responsible for maintaining common services, such as plumbing, unless they can show that the problem was caused by the negligent conduct of or intentional misuse by the tenant. Petitioner met her burden to show that she did not cause the problem and that this toilet maintenance is part and parcel of the landlord's duties.

Furthermore, when Respondent improperly charged the plumbing invoice to the Petitioner, they suffered additional damages. The rent ledger indicates that Respondent charged Petitioner \$850.00 for the plumbing invoice on June 24, 2022. This charge combined with the rent for July 2022 paid on July 1, 2022 caused Petitioner's rent payment to bounce due to insufficient funds in their account. On July 2, 2022, the rent

ledger indicates a “reversal” of her ACH payment. On August 1, 2022, the Respondent applied the August 1, 2022 payment to July 2022.³ The rent ledger showed a charge for NSF fees of \$25.00 on August 12, 2022 and a late charge of \$100.00 on August 15, 2022. On February 15, 2023, Respondent issued a credit of \$100.00 for the late fee. As this decision determined that the \$850.00 was not the responsibility of the Petitioner, the Respondent should not have charged her credit card on file and the July 2022 rent payment would not have bounced. Therefore, Petitioner is not responsible for the NSF fee of \$25 or the late fee of \$100 for August 2022, but they have already received a credit of \$100.00 for that late fee.

Therefore, **Petitioner is not responsible for the plumbing bill charged and paid in July 2022, totaling \$850.00, and is entitled to a refund of \$400.00 (after the \$450.00 credit posted in February 2023) and \$25.00 in associated improperly charged fees.**

Trash bins/dumpsters, and Rats: The issue of rats and spiders were resolved by the Respondent when it hired a new pest control company, Terminix, and consulted Recology on how to better manage the garbage and recycling. However, the trash bins/dumpsters remain a point of difficulty for these parties. Petitioner claims that there are two separate issues: first, that the bins overflow with trash causing a mess and attracting rats, and other undesirable animals and insects, and second, that the bins block their assigned parking spot once a week on collection day.

The testimony described a situation where the tenants of the building, the landscape company, and the homeless contribute to the overflowing bins and messy surrounding area. Petitioner and her witness further stated that they had complained to the management through the portal as well as through direct means but that a response from the Respondent was lacking or not communicated. Respondent testified in detail and provided documentation that they tried to address the trash bin problem in multiple ways. They contacted Recology to ask about how to keep the bins from overflowing, including an audit about how to sort trash and recyclables better. They contacted the landscapers to ask them not to dump landscape waste into the bins. They have contacted the City about the homeless persons who wander onto the property. The parties agree that there has been some improvement regarding this issue.

Petitioner’s right to park in her assigned parking spot on the property is fundamental to her tenancy. If a contract includes parking in the rent charged, it must be accessible and may not be removed or made unusable or there is a reduction in housing services. *CSFRA Regulations, Chapter 2(h)*. Petitioner testified that once a week,

³ There was no testimony or evidence of communications between the Petitioner and Respondent regarding the NSF payment for July 2022 rent; however, Petitioner made a payment on August 1, 2022 marked “August rent” and one on August 17, 2022 which is marked as “July Rent”, but which would be applied to August 2022. With this later payment, the rent ledger should have shown a zero balance but Respondent added utility charges to the account in October 2022.

on trash collection day, the trash bins are rolled out of their usual location towards the curb in a way that blocks access to her assigned parking spot. Respondent admitted as much but explained that the property is tight for tenant parking and the trash bins because there are nineteen units and limited space. Per the Respondent's witnesses, Recology determined that there is no other, better location for the bins on the property and there is no alternative to rolling them to the curb on trash collection day. The conclusion is that the Respondent attempted to resolve the issue but could not provide Petitioner with access to her legal, assigned parking spot at all times. If Respondent would be able to assign a different and equally acceptable parking spot to Petitioner, they could remedy the situation. Based on these facts presented, there is a reduction in housing services that warrants a reduction in rent. In their Petition, they valued this reduction in housing services as worth a reduction of \$100.00 in monthly rent from February 1, 2021 to the present. As mentioned above, it is unclear when the Respondent management company started its management, but the owner must have known of this problem and did not deliver all the benefits of the Lease to Petitioner throughout the tenancy. The inconvenience of losing access to one's assigned parking spot where the property is located at a busy intersection and has no excess parking is unfair to the Petitioner. **Petitioner is awarded a rent reduction of \$100.00 per month from February 1, 2021 to the present (31 months prior to the Petition plus September, October, November, and December 2023) for an award of \$3,500.00 with a monthly rent reduction of \$100.00 continuing each month going forward until Petitioner has proper access to her assigned parking spot at all times.**

Laundry Facilities: Access to Laundry facilities existing at the time the tenant and landlord enter into a tenancy are a housing service. *CSFRA Regulations, Chapter 2(h)*. Petitioner testified that the laundry machines were often out of order, that a vent had been ripped and did not work, causing the room to become steamy and uncomfortable, and that the room itself was not maintained. Petitioner's witness said that the laundry room was "disgusting." Petitioner testified that they frequented a commercial laundromat in the area because of these issues. Respondent asserted that the laundry facilities were a perk that was not separately charged to tenants and, therefore, something they received as a courtesy rather than a required service. The Respondent is mistaken about the law as set forth in California statutes and the CSFRA and regulations. As stated above, the beneficial services in place at the time of the commencement of the tenancy are part and parcel of the services for which the tenant pays rent to the landlord, and they may not be eliminated or reduced without a commensurate reduction in the rent.

Respondent further explained that the issues with the laundry facilities are outside the manager's control when there is an increased presence of homeless persons in the area who will break into the laundry room for shelter and to steal the coins from the coin-operated washing machines and dryers. They testified and submitted evidence

of invoices to fix the laundry room door and machines. However, the Respondent's duties are not met if the service is not operational for the tenants. Even if it is difficult, Respondent has a duty to maintain the laundry facilities or reduce the rent due to a reduction in housing services. In their Petition, they valued this reduction in housing services as worth a reduction of \$100.00 in monthly rent from June 1, 2022 to the present. **Petitioner is awarded a rent reduction of \$50.00 per month from June 1, 2022 to the present (15 months prior to the Petition plus September, October, November, and December 2023) for an award of \$950.00 with a monthly rent reduction of \$50.00 continuing each month going forward until fully accessible, clean, and safe laundry facilities are available for the tenants.**

Pool closure/safety: The testimony is undisputed that the gate to the on-site pool was broken, and the pool was closed for about two weeks, resulting in the tenants being denied access to this housing service. As stated above, the pool is included in rent that Petitioner and other tenants pay to live in their units. *CSFRA Regulations, Chapter 2(h)*. Petitioner stated that her daughter wished to swim regularly in the pool but was forced to join a gym in order to have regular access to a pool. In their Petition, they valued this reduction in housing services as worth a reduction of \$25.00 in monthly rent from June 29, 2023 to the petition date of July 14, 2023. Respondent explained that situation as a consequence of the construction on the property next to this property because the construction equipment bent the frame of their gate. Then, the City of Mountain View shut down the pool as too dangerous for use with a non-working gate. The City ultimately inspected the new locking gate, but it took time to work through the process. Respondent indicated that there is a new fence surrounding the pool to secure it. They stated multiple times that the management cannot control the actions of third parties but that they are addressing many issues on the property.

There was a reduction in housing services, but Petitioner did not meet the burden of showing that the reduction was unreasonable in light of the cause and the time it took to remedy the loss of use of the pool. One must keep in mind that the safety of the public, including the tenants, is at issue with a pool. The record did not reflect any extended period where the Respondent failed to act or caused an unreasonable delay in responding to the issue. Therefore, Petitioner is not awarded any reduction in rent for this specific temporary reduction in housing services.

IX. DECISION

Unlawful Rent:

1. The Petitioner's correct Base Rent is \$2,358.33;

2. Petitioner paid monthly premises rent \$2,748.90 for the months of September 2022 through August 2023. Therefore, Petitioner is entitled to a refund of the unlawful rent collected by Respondent for that period of time, the twelve (12) months prior to the Petitioner filing her Petition on August 25, 2023: \$390.57 multiplied by twelve (12) months or \$4,686.84;
3. Petitioner paid premises rent in the amount of \$2,748.90 for September 2023, October 2023, November 2023, during the petition process, so Petitioner is entitled to refunds of the premises rent that exceeded the properly calculated Base Rent of \$2,358.33, or \$390.57 per month for a total overpayment of \$1,171.71 for those three (3) months. Additionally, if Petitioner has overpaid for months from December 2023 until this decision is final, Petitioner shall receive an overpayment refund for those months as well;
4. Petitioner paid utilities costs to Respondent from October 2022 through the present which constitute unlawful rents, so Petitioner is entitled to refunds of the utility costs in the amount of \$956.63⁴ plus any utilities paid to the Respondent through the time this decision is final.
5. Petitioner was improperly charged an NSF fee of \$25.00 and three late fees amounting to \$300.00 through June 6, 2023, for which they are entitled to refunds, if paid, and any other late fees associated with the nonpayment of utilities. Respondent shall correct the rent ledger and refund the NSF fee of \$25.00 and any late fees actually paid by Petitioner for nonpayment of utilities through the time that this decision is final.
6. Respondent is ordered to issue an appropriate credit to Petitioner based on this decision within thirty (30) days of this decision being final.

(see Attachment 2: Decision Award Spreadsheet).

Habitability Concerns/Maintenance and Repair:

7. Petitioner is entitled to a reduction in monthly rent for several reductions in housing services/failure to repair as set forth here:
 - a. Peeling tub, shower, and sinks: \$1,200.00 and the toilet, sinks, and tub which needed repair must be replaced within thirty (30) days of this order becoming final; the rent credit in the amount of \$100 per month will continue until the toilet, sinks, and tub are replaced.

⁴ Although Petitioner did not pay all the utility costs billed to her ledger, they made payments as set forth in the rent ledger of \$956.63 through June 1, 2023. The parties must calculate the utilities costs paid after June 1, 2023 and add the appropriate amounts to the award.

- b. Running toilet and sink: \$200.00 and a rent reduction of \$25.00 per month continuing each month going forward until repaired;
- c. Plumbing invoice of \$850.00 for the plumber to service the toilet is the responsibility of the Respondent and Petitioner is entitled to a refund of \$400;
- d. Rodents/pests: \$0;
- e. Trash bins/dumpsters blocking her parking spot: \$3,500.00 and rent reduction of \$100.00 per month continuing each month going forward until Petitioner has proper access to her assigned parking spot at all times;
- f. Laundry facilities: \$950.00 and a rent reduction of \$50.00 per month continuing each month going forward until fully accessible, clean, and safe laundry facilities are available for the tenants;
- g. Pool closure: \$0;

(see Attachment 2: Decision Award Spreadsheet).

IT IS SO ORDERED.

/s/ E. Alexandra DeLateur

E. Alexandra DeLateur, Hearing Officer

Dated: February 15, 2024

ATTACHMENT 1 LIST OF DOCUMENTARY EVIDENCE

2120 W. MIDDLEFIELD RD. APT [REDACTED]

Hearing Officer Exhibits

1. Notice of Hearing on Petition, served on September 26, 2023, setting the Prehearing Conference for October 18, 2023 and Hearing for November 8, 2023
2. CSFRA Hearing Information Sheet, served September 26, 2023
3. Follow-up Information and Notice of Prehearing, served September 26, 2023
4. Pre-hearing Order Denying Postponement of Prehearing Meeting dated October 13, 2023
5. Hearing Officer Written Order and Summary of Prehearing Telephone Conference and Notice of Hearing, served October 19, 2023
6. Information from the City of Mountain View regarding building code, fire, and safety violations at 2120 W. Middlefield Rd., Mountain View, California with a report showing no outstanding fire, health, or safety violations
7. Information from the City of Mountain View Rent Stabilization Program staff regarding the status of the registration of the property with the CSFRA program and the annual fees indicating that the Respondent has complied with registration of the property and paid the required fees
8. Post-hearing Order served November 9, 2023

Petitioner Exhibits

1. Petition A for Unlawful Rent, submitted on or about August 25, 2023
2. Workbook A, submitted August 25, 2023
3. Petition B for a Downward Adjustment of Rent Failure to maintain habitable premises and/or decrease in housing services or maintenance dated August 25, 2023
4. Workbook B, submitted August 25, 2023
5. Notice of Submission and Proof of Service, served August 25, 2023 for each Petition (2 documents)

6. Lease, fully executed January 29, 2021, with multiple Addenda, for a tenancy commencing February 19, 2021
7. Petitioner's Bank Statements for the period January 1, 2021 through August 2, 2021 plus a copy of the Respondent's Rent Ledger through June 2023 to show payments made
8. Copies of City of Mountain View utilities invoices for water, trash, and sewer services for the periods 6/23/22-8/22/22, 8/23/22-10/24/22, 10/25/22-1/3/23, 1/04/23-2/22/23, and 2/23/23-4/24/23
9. Photos, texts, and videos regarding a variety of maintenance issues

Respondent Exhibits

1. Respondent-Landlord's document submissions provided October 18, 2023
2. Landlord's Response to the Petition in the form of an email dated November 15, 2023 which included various documents (outlined separately below)
3. A 30-day Notice/letter from TayCon Properties to Petitioner and other occupants of the unit regarding a change of terms (undated) stating that the utilities will be charged to the tenants per a ratio billing system with an effective date of August 1, 2022 or the expiration of the lease, whichever is earlier. No proof of service is attached.
4. Tenant Ledger for Petitioner's Unit from the time that TayCon Properties was managing the property February 1, 2022 to November 8, 2023
5. Various communications between Respondent and tenants regarding the trash, laundry facilities, and pest control issues
6. Samples screenshots of Appfolio, the tenant portal that TayCon uses to interact with tenants regarding rent payments, maintenance requests, and other communications
7. Lease, fully executed January 29, 2021, with multiple Addenda, for a tenancy commencing February 19, 2021

8. A separate copy of the Addendum, page 52 of the Lease, regarding concessions and which includes language at the bottom of the page allegedly setting the Base Rent for the purposes of the City Ordinances
9. Copies of emails between TayCon Properties and Ares Pest Elimination for pest control services
10. Copies of emails between TayCon Properties and Terminix Commercial for pest control services
11. Copies of emails between TayCon Properties and Recology regarding the trash and recycling collection for the property
12. A copy of an invoice from Anna's Cleaning Services to clean the Laundry Facilities 4X per month for January (no year stated)
13. Copies of several communications to all tenants showing TayCon's multiple attempts to address issues at the property. A number of them are undated so it is difficult to pinpoint when they were sent or served.
14. A copy of the portal's history for Service Request from Petitioner Delma Maciel to TayCon dated May 19, 2023 for the water running in the toilet and one sink. It shows that the plumber was assigned on the same day.
15. Invoices and receipts for the property Handyman to clean the laundry room, adjust pool gates, install a laundry room screen, and other tasks: invoices dated December 1, 2022 and July 1, 2023, and a receipt from Home Depot for the laundry room screen dated July 11, 2023
16. Notice of Rent Increase, dated June 28, 2022 with an effective date of August 1, 2022 raising the monthly rent from \$2,695.00 to \$2,748.90 with the Attachment and CSFRA mandated information sheets to tenants

**Attachment 2
Award Schdule**

2120 W Middlefield Rd Apt - Petition RHC # C23240003 and C23240004

Hearing Officer Decision re Base Rent

| Month/Year of Rent Payment | Actual Premises Rent Paid | Actual Utilities Paid | Lawful Rent |
|-------------------------------|------------------------------|--------------------------|-------------|
| 3/2021 | \$ 2,695.00 | \$ - | \$ 2,695.00 |
| 4/2021 | \$ 2,291.00 | \$ - | \$ 2,291.00 |
| 5/2021 | \$ 2,291.00 | \$ - | \$ 2,291.00 |
| 6/2021 | \$ 2,291.00 | \$ - | \$ 2,291.00 |
| 7/2021 | \$ 2,291.00 | \$ - | \$ 2,291.00 |
| 8/2021 | \$ 2,291.00 | \$ - | \$ 2,291.00 |
| 9/2021 | \$ 2,291.00 | \$ - | \$ 2,291.00 |
| 10/2021 | \$ 2,291.00 | \$ - | \$ 2,291.00 |
| 11/2021 | \$ 2,291.00 | \$ - | \$ 2,291.00 |
| 12/2021 | \$ 2,291.00 | \$ - | \$ 2,291.00 |
| 1/2022 | \$ 2,291.00 | \$ - | \$ 2,291.00 |
| 2/2022 | \$ 2,695.00 | \$ - | \$ 2,695.00 |
| Totals | \$ 28,300.00 | \$ - | |
| 12-month average | \$ 2,358.33 | \$ - | |
| BASE RENT | | \$ 2,358.33 | |

Hearing Officer Decision re Unlawful Rent

| Month/Year of Rent Payment | Actual Premises Rent Paid | Actual Utilities Paid | Actual Additional Services Paid | Lawful Rent | Payments in Excess by Petitioner |
|-------------------------------|------------------------------|--------------------------|------------------------------------|--------------|--|
| 8/2022 | \$ 2,748.90 | \$ - | \$ 125.00 | \$ 2,748.90 | \$ 125.00 |
| 9/2022 | \$ 2,748.90 | \$ - | \$ - | \$ 2,358.33 | \$ 390.57 |
| 10/2022 | \$ 2,748.90 | \$ 166.03 | \$ - | \$ 2,358.33 | \$ 556.60 |
| 11/2022 | \$ 2,748.90 | \$ - | \$ - | \$ 2,358.33 | \$ 390.57 |
| 12/2022 | \$ 2,748.90 | \$ - | \$ - | \$ 2,358.33 | \$ 390.57 |
| 1/2023 | \$ 2,748.90 | \$ - | \$ - | \$ 2,358.33 | \$ 390.57 |
| 2/2023 | \$ 2,748.90 | \$ - | \$ (100.00) | \$ 2,358.33 | \$ 290.57 |
| 3/2023 | \$ 2,748.90 | \$ 39.50 | \$ 100.00 | \$ 2,358.33 | \$ 530.07 |
| 4/2023 | \$ 2,748.90 | \$ 251.10 | \$ - | \$ 2,358.33 | \$ 641.67 |
| 5/2023 | \$ 2,748.90 | \$ - | \$ - | \$ 2,358.33 | \$ 390.57 |
| 6/2023 | \$ 2,748.90 | \$ 500.00 | \$ - | \$ 2,358.33 | \$ 890.57 |
| 7/2023 | \$ 2,748.90 | \$ - | \$ - | \$ 2,358.33 | \$ 390.57 |
| 8/2023 | \$ 2,748.90 | \$ - | \$ - | \$ 2,358.33 | \$ 390.57 |
| 9/2023 | \$ 2,748.90 | \$ - | \$ - | \$ 2,358.33 | \$ 390.57 |
| 10/2023 | \$ 2,748.90 | \$ - | \$ 100.00 | \$ 2,358.33 | \$ 490.57 |
| 11/2023 | \$ 2,748.90 | \$ - | \$ 100.00 | \$ 2,358.33 | \$ 490.57 |
| 12/2023 | TBD | TBD | TBD | \$ 2,358.33 | TBD |
| 1/2024 | TBD | TBD | TBD | \$ 2,358.33 | TBD |
| 2/2024 | TBD | TBD | TBD | \$ 2,358.33 | TBD |
| 3/2024 | TBD | TBD | TBD | \$ 2,358.33 | TBD |
| Totals | \$ 41,233.50 | \$ 956.63 | \$ 325.00 | \$ 44,808.27 | \$ 7,015.18 |
| TOTAL OVERPAYMENTS | | | | | \$ 7,015.18 |

**Attachment 2
Award Schedule**

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 | Monthly Rent Charged | Monthly Rent Reduction | Total Rent Reduction Awarded |
|--|---------------------------|------------------------------|--|-------------------------|---------------------------|------------------------------------|
| Peeling bathroom surfaces | 1/1/2023 | 12/31/2023 | 12.0 | \$ 2,748.90 | \$ 100.00 | \$ 1,200.00 |
| Leaking sink and toilet | 5/1/2023 | 12/31/2023 | 8.0 | \$ 2,748.90 | \$ 25.00 | \$ 200.00 |
| Leaking sink and toilet | 1/1/2024 | ongoing | TBD | \$ 2,748.90 | \$ 25.00 | TBD |
| Blocked parking space | 2/1/2021 | 12/31/2023 | 35.0 | \$ 2,748.90 | \$ 100.00 | \$ 3,500.00 |
| Blocked parking space | 1/1/2024 | ongoing | TBD | \$ 2,748.90 | \$ 100.00 | TBD |
| Rodents and pests from trash bins | 2/1/2021 | 12/31/2023 | 35.0 | \$ 2,748.90 | \$ - | \$ - |
| Laundry facilities | 6/1/2022 | 12/31/2023 | 19.0 | \$ 2,748.90 | \$ 50.00 | \$ 950.00 |
| Laundry facilities | 1/1/2024 | ongoing | TBD | \$ 2,748.90 | \$ 50.00 | TBD |
| Pool closure | 6/29/2023 | 7/14/2023 | 0.5 | \$ 2,748.90 | \$ - | \$ - |
| TOTAL | | | | | | \$ 5,850.00 |

TOTAL RENT REFUND OWED TO TENANT: \$ 12,865.18

Credit Schedule

| Month/Year of Rent Payment | Monthly Rent Owed to Landlord | Rent Credited to Petitioner | Total Payment to be Paid by Petitioner |
|-------------------------------|----------------------------------|--------------------------------|--|
| 3/2024* | \$ 2,358.33 | \$ 2,358.33 | \$ - |
| 4/2024 | \$ 2,358.33 | \$ 2,358.33 | \$ - |
| 5/2024 | \$ 2,358.33 | \$ 2,358.33 | \$ - |
| 6/2024 | \$ 2,358.33 | \$ 2,358.33 | \$ - |
| 7/2024 | \$ 2,358.33 | \$ 2,358.33 | \$ - |
| 8/2024 | \$ 2,358.33 | \$ 1,073.53 | \$ 1,284.80 |
| TOTAL | | \$ 12,865.18 | |

* If the Decision does not become final by February 2024, the rent credit schedule will begin the first month after the Decision becomes final.

Refund Schedule**

| Month/Year Refund Due | Overpayment Type | Refund Due |
|---|--|------------------|
| Within 30 days of Decision being final | Credit for plumber charge in June 2022 | \$ 400.00 |
| TOTAL | | \$ 400.00 |

** Refunds for the overpayments listed in the Refund Schedule may not be credited as a rent refund and shall be paid within 30 days of the date the Decision becomes final.