

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

Rental Housing Committee Case No.:	C23240022 and C23240023 (Petitions A and B)
Property Address:	1084 Wentworth St.
Affected Units:	Unit █
Petitioner Tenant Name(s):	Ilse Rivera, aka Ilse Ortega de Rivera
Respondent Owner Name(s)	Joseph Richards for 1084 Wentworth Apartments
Hearing Officer:	E. Alexandra DeLateur
Date of Pre-Hearing Conference:	January 9, 2024
Date of Hearing:	January 31, 2024 at 9:30 a.m. (Zoom) Record closed March 21, 2024
Date of Mailing:	(See Attached Proof of Service)

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

1. The petition in the above case (the “Petition”) was filed by Ilse Rivera aka Ilse Ortega de Rivera (“Petitioner”) on or about October 19, 2023 and was accepted by the City on or about November 17, 2023.
2. A Notice of Prehearing Meeting and Hearing Date for Petition was served on December 20, 2023, setting a Hearing on January 23, 2024 with a Prehearing Conference on January 9, 2024.
3. On about December 28, 2023, Petitioner amended her workbook attached to the Petition to include two (2) additional maintenance issues related to the stove and hood fan.
4. Respondent /Landlord did not submit any documents for the evidentiary hearing.
5. The parties appeared at the Prehearing Conference on January 9, 2024. Petitioner was assisted by a certified Spanish language interpreter. A Prehearing Order was issued dated January 26, 2024. The Prehearing Order continued the hearing from January 23, 2024 to January 31, 2024 on the grounds that Respondent stated that he failed to

receive any of the Petition documents by the time of the Prehearing Meeting and was entitled to additional time to review the Petition.

6. Despite the discussion at the Prehearing Conference and request to file an Authorization form, Mr. Richards failed to file an Authorization form showing that he had authority to represent the owner of the property known as 1084 Wentworth St., Mountain View, California. He did present himself as the proper representative of the owner and participated in the Prehearing Conference and evidentiary Hearing.
7. The matter was heard as scheduled on January 31, 2024. A certified Spanish language interpreter assisted the Petitioner during the hearing. At the conclusion of the hearing, the Hearing Officer held the record open until the close of business on February 21, 2024 for submission of additional evidence. A Post-hearing Order was issued.
8. A Second Post-hearing Order was issued on March 8, 2024 reopening the case due to an inadvertent omission of evidence in the Secure Share. The record was to remain open through March 21, 2024 to allow additional time to review and object to the newly shared evidence. There were no objections to the admission of the two documents and the record closed on March 21, 2024.

II. PARTIES WHO ATTENDED THE HEARING

The following parties attended the Hearing:

Petitioner(s): Ilse Rivera aka Ortega de Rivera (“Tenant” of “Petitioner”)

Respondent(s): Joseph Richards on behalf of the owner, 1084 Wentworth Apartments
 (“Landlord” or “Respondent”)

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

Esperanza Sanz Escudero, Spanish language interpreter, Rent Stabilization Division, City of Mountain View

III. WITNESSES

The parties, Ms. Ortega and Mr. Richards, were sworn in and presented testimony and evidence at the hearing. No additional witnesses were called.

IV. SUMMARY OF THE EVIDENCE

Preliminary Matter re: Petitioner’s standing

At the Prehearing, Respondent raised an issue of whether this Petitioner, Ms. Rivera, had standing to bring this Petition under the CSFRA. Respondent described the Residential Lease as a contract between the Respondent and Jose Rivera. The

Residential Lease lists four (4) persons as named tenants of the Unit: “Tenant plus “Isle [sic](wife) and 2 children (14-year-old daughter and 4-year-old son)”. The definition of “Tenant” in the CSFRA Regulations, Chapter 2, section (u) includes “[A] Tenant, subtenant, lessee, sublessee, or any other person entitled under the terms of a Rental Housing Agreement or this Article to use and occupancy of any Rental Unit.”

Section 1710 *Petitions for Individual Rent Adjustment—Bases* states, “A Landlord or a Tenant may file a Petition with the Committee seeking adjustment, either upward or downward, of the Rent for any given tenancy in accordance with the standards set forth in this Section, and using the procedures set forth in Section 1711 herein and implementing regulations.” Based on the definitions in the law and regulations, Ms. Rivera is a named tenant in the Residential Lease and also a legal occupant of the Unit; therefore, she has standing to file a Petition in this CSFRA petition process.

Petition A: Unlawful Rent

Petitioner entered into a Residential Lease dated June 22, 2021 (“Lease”) commencing a twelve-month tenancy on July 1, 2021 for the property known as 1084 Wentworth St., Unit # [REDACTED] (“Unit”). The residents were the Petitioner, her spouse Jose Rivera, and their minor children. The original owner was “[REDACTED] et al.” and Joseph Richards was the owner’s agent in the original Lease. The initial rent stated in the Lease was \$2,175.00 per month, which includes utilities except gas and PG&E which the tenant must set up directly with the provider. The Lease does not include any CSFRA information or notices to the tenant that the Unit is covered by the tenant protections in Mountain View. There was no evidence of a Lease renewal; however, the Petitioner continued in her tenancy to the present, whether through renewals or a month-to-month tenancy.

Petitioner received a Notice of Change of Ownership dated November 24, 2021 explaining that the new owners are 1084 Wentworth One, LLC and 1084 Wentworth Two, LLC. Joseph A. Richards & Associates remained the manager for the property.

Respondent issued a CSFRA Attachment dated August 1, 2023 to raise Petitioner’s rent from \$2,175.00 per month to \$2,275.00 per month effective September 1, 2023. The rent increase was \$100.00 per month or 5%. Respondent also issued a Notice of Change of Terms which refers to the California Tenant Protection Act and a proof of service.

Petitioner alleges that the Respondent has charged and collected unlawful rents based on Respondent’s 1) failure to register the property with the Rent Stabilization Division, and 2) allegedly defective notices.

Petition B: Failure to Maintain a Habitable Premises/Failure to Repair Causing a Reduction in Housing Services

In her Amended Petition B, the Petitioner argues that the following areas of maintenance and repairs were not adequately and timely addressed:

- 1) leaking water into the bedroom ceiling, causing mold
- 2) water leaking onto Petitioner's car in the underground parking lot
- 3) problems with slow flow in the shower
- 4) the toilet connector to the wall is rusty and dirty
- 5) the bedroom walls are cracked
- 6) the stove exploded and is broken
- 7) the stove hood fan does not work

Respondent explained that maintenance requests usually come to him by email, text, or a call. Respondent does not utilize a tenant portal or maintenance request form consistently to track such requests by tenants.

Regarding No. 1: Petitioner testified that she had notified the Respondent of the maintenance requests starting on about January 23, 2022 by email. Each time it rained, the water and mold forming in the ceiling corners would cause a threat to her family. Petitioner acknowledged that mold could be treated with bleach and ventilation, but she feared the effect on her baby. Petitioner stated that she sent emails with photos of the leak and mold to Respondent.

Regarding No. 2: Petitioner claimed that water was leaking from a pipe in the ceiling of the garage so that it dripped on her car for months. Petitioner and Respondent agreed that a plumber came and fixed the leak but left a hole in the ceiling. As of December 2022, the leak in the parking lot was fixed. Even though Petitioner testified that she or her spouse had emailed the Respondent, he claimed that he never received an email for this complaint. He further stated that he had only ever received two (2) emails from the tenants of the Unit and that someone else must have reported the problem.

Regarding No. 3: Petitioner complained on September 5, 2023 that the shower suffered from low water flow because the tub faucet continues to stream water even with the shower on, making it difficult to bathe and wasting water. Respondent testified that he had no records of requests.

Regarding No. 4: Petitioner complained that she had asked for maintenance to fix her rusted and dirty pipe connection between the toilet and the wall, but no one has come to repair or replace the parts. Respondent testified that he had no records of these requests.

Regarding No. 5: Petitioner explained that there were cracks in the walls at the time she and her family moved into the Unit. Soon after moving into the Unit in 2021, Petitioner sent Respondent an email with photos of the cracks. Respondent testified that he

received the email about three (3) months after they moved in and responded by saying that the property is built on bay fill which moves and causes cracks but that they are normal. He added that the owner fixes cracks between tenants but does not believe that the cracks are a problem.

Regarding No. 6: The Petitioner's stove emitted sparks and "exploded" while Petitioner was cooking one morning, about November 27, 2023. She asked her spouse to write to the Respondent and request repairs. Respondent explained that he tried to arrange for R & G Appliance to make a service call within 48 hours, but there was an emergency for the repairman that caused them to postpone the appointment. For one week, the Petitioner could not cook on the stove, so she microwaved some meals and ate out at restaurants. The light on the range hood stays on all the time so she feels that the stove is unsafe.

Regarding No. 7: The fan over the range does not work since the stove "exploded". Petitioner asked for maintenance to repair. Respondent promised a quick maintenance call, but it has taken a month to get it fixed.

Burden of Proof for Tenant Petitions:

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

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 Respondent comply with the registration requirements for this covered unit such that their notice of rent of increase on or about August 1, 2023 was effective to raise Petitioner's rent?
- B.** Did Petitioner suffer from a reduction in housing services due to the Respondent's failure to maintain a habitable premises?

VI. FINDINGS OF FACT SUPPORTING THIS DECISION

Petition A: Unlawful Rent

- 1. Petitioner along with her family has resided in the Unit as their primary residence for at least twelve (12) months.
- 2. The Unit is a Covered Unit within the definition of the CSFRA, Regulations, Chapter 2 (d).

3. The parties entered into a Lease which called for a tenancy starting July 1, 2021 and monthly rent of \$2,175.00 which included all utilities except gas and electricity which were to be paid directly by the Petitioner to PG&E.
4. Respondent served Petitioner a Notice of Change of Ownership dated November 24, 2021 stating that the new owners were jointly 1084 Wentworth One, LLC and 1084 Wentworth Two, LLC.
5. On August 1, 2023, Respondent issued a CSFRA Attachment and Notice of Change of Rent which raised Petitioner's premises rent from \$2,175.00 to \$2,275.000 effective September 1, 2023. The increases were calculated using an AGA of 5% for 2023 using a base rent of \$2,175.00.
6. The lawful Base Rent for this unit is \$2,175.00 (\$2175.00 rent paid each month multiplied by twelve and then divided by twelve).
7. The Annual General Adjustment (AGA) for 2023 is 5%.
8. Petitioner paid the monthly rent of \$2,175.00 from July 2021 through August 2023. and \$2,275.00 for September and October 2023.
9. Petitioner paid the increase rent of \$2,275.00 for September and October 2023.
10. The Respondent has paid the CSFRA fees and registered the property for 2023 with the Rent Stabilization Division in September 2023. However, the property was not registered in 2021 or 2022.
11. The City of Mountain View's Multi-Family Housing inspections did not find any violations at this property as of February 8, 2023, the date of the most recent inspection report.

Petition B: Failure to Maintain a Habitable Premises/Failure to Repair Causing a Reduction in Housing Services

12. On or about July 1, 2021, Petitioner noticed that there were large cracks in the bedroom walls.
13. On or about August 5, 2021, Petitioner notified the Respondent that she was concerned about the large cracks in the bedroom walls and requested maintenance to look at them.
14. On or about July 1, 2021, Petitioner noticed that the bedroom ceiling was dripping water which was worse when it was raining.

15. On or about January 23, 2022, Petitioner notified the Respondent that she was concerned about the water dripping from the bedroom ceiling and requested maintenance to look at them.
16. Over time after July 2021, Petitioner noticed mold on the bedroom ceiling and walls.
17. On or about October 28, 2021, Petitioner noticed that their car was under a significant water leak from the garage ceiling.
18. On or about January 23, 2022, Petitioner notified the Respondent that she was concerned about the water leaking on her car in the garage and requested maintenance to look at the problem.
19. On or about July 1, 2021, Petitioner noticed that the connection between the toilet and the water pipe in the wall was rusty and dirty.
20. On or about September 5, 2023, Petitioner notified the Respondent that she was concerned about the connection between the toilet and the wall being rusty and dirty and requested maintenance to look at them.
21. On or about March 1, 2023, Petitioner noticed that the bathroom shower/tub experienced a change in water flow, where the shower pressure was lower because the water continued to flow out the tub faucet when the shower was on.
22. On or about September 5, 2023, Petitioner notified the Respondent that she was concerned about the shower's low water pressure/flow and requested maintenance to look at it.
23. On or about November 27, 2023, the Petitioner witnessed the stove suddenly emit sparks and smoke.
24. On or about November 27, 2023, Petitioner notified the Respondent that she was concerned about the stove "exploding" and requested maintenance to look at it.
25. On or about December 8, 2023, the Petitioner realized that the stove hood fan did not work.
26. On or about December 8, 2023, Petitioner notified the Respondent that she was concerned about the nonfunctional fan and requested maintenance to look at it.
27. At the hearing, Respondent did not submit any records of maintenance requests from Petitioner or her spouse, or any records of efforts to satisfy any maintenance requests.

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.

CSFRA section 1707 (f) explains when rent increases will not be permitted:

"No rent increase shall be effective if the Landlord:

- (2) Has failed to substantially comply with all provisions of the Article and all rules and regulations promulgated by the Committee; or
- (3) Has failed to maintain the Rental Unit in compliance with Civil Code Sections 1941.1 et seq. and Health and Safety Code Sections 17920.3 and 17920.10; or
- (4) Has failed to make repairs ordered by a hearing Officer, the Committee, or the City."

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 (c) regarding unresolved maintenance/reduction in housing services and (d) for unlawful rent.

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

Chapter 11 of the CSFRA Regulations govern registration of covered units in the City of Mountain View. "Registration Required. A Landlord must register every Covered Rental Unit annually by February 1 of each year. Registration is complete only when all information required in the RHC online registration database or pursuant to the RHC registration forms has been provided to the RHC." *CSFRA Regulations, Chapter 11 (B)(1)*. Subsection (F) states, "Noncompliance. Failure to complete the registration process for all Covered Units shall be deemed to be substantial noncompliance with the CSFRA." *CSFRA Regulations, Chapter 11 (F)*.

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 August 1, 2022.

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 her burden to show that Respondent has received unlawful rents.

The Base Rent for this Unit is \$2,175.00. The Respondent did not increase the monthly rent during the pandemic. On August 1, 2023, Respondent issued a CSFRA Attachment and Notice of Change in Terms (“Attachment”) to raise the rent from \$2,175.00 to \$2,275.00, an increase of 5% pursuant to the allowable AGA for 2023 which was available as of September 1, 2023. The Attachment stated that the increase would be effective on September 1, 2023.

At the time that the Attachment was issued on August 1, 2023, the Respondent was substantially noncompliant with the CSFRA because the property was not registered with the City of Mountain View Rent Stabilization Division with all fees paid to the City. The property was fully registered in September 2023 according to Mr. Richards’ testimony. The City’s records show that the registration was completed on September 13, 2023. Petitioner argues that the Attachment cannot be effective under these facts while the Respondent sought to enforce the Attachment after the registration date, without re-noticing the rent increase.

It is uncontested that Petitioner paid monthly rent of \$2,175.00 from July 2021 through August 2023 and the increased monthly rent of \$2,275.00 for September and October 2023.

Based on the plain language of the CSFRA Regulations, Chapter 11, the Respondent was noncompliant with the requirements to register and pay fees pursuant to the City's CSFRA law. Therefore, the Attachment dated August 1, 2023 was issued but is not effective to raise the rent on Petitioner effective September 1, 2023. Furthermore, Respondent's letter dated December 12, 2023 which attempts to refund excess payments only for September and October 2023 does not bring Respondent into compliance with the CSFRA and Regulations. The letter does not acknowledge the unlawful rent that Respondent seeks to collect after the month of October. The Attachment is ineffective and void. In order to implement a rent increase, Respondent must start over to properly give notice of a rent increase to Petitioner for this Unit pursuant to the CSFRA, applicable law, this Decision, and Civil Code Section 827.

Note: The CSFRA Attachment and Notice of Change of Terms dated August 1, 2023 may not have been properly served pursuant to Civil Code Section 827; however, this issue is moot because the rent increase is not enforceable for other reasons. The Respondent is encouraged to review the methods and timing of serving notices to tenants.

Petitioner is entitled to a refund of \$100.00 for September 2023, \$100.00 for October 2023, totaling \$200.00. In addition, if Petitioner has overpaid rent for November 2023 through the months up to the time this decision is final, Petitioner shall receive the refund of the difference in the amount of rent paid and the lawful rent of \$2,175.00 for those months as well.

B. Habitability Issues

The review of the photos, videos, texts, emails, and testimony show a pattern of the Petitioner reporting problems and requesting maintenance or repair with little response from the Respondent. Of the multiple issues raised by the Petitioner, most are now resolved according to the Petitioner. As of the date of the hearing, the mold on the walls from the ceiling leaks remain a problem and the stove has not been replaced. Once Petitioner sought help from the City by filing this Petition, Respondent has taken additional steps to address the maintenance issues.

One of the troubling facts of this case is that the Respondent claimed to receive only two (2) emails from Cesar Rivera, Petitioner's spouse, dated July 4, 2021 and August 5, 2021, during the entire tenancy until the recent texts about the stove and hood fan. Respondent also said he has no record of many of the reports that Petitioner cited in her testimony and provided copies of texts to support her claims. In addition to the two earlier-referenced emails, Petitioner provided copies of emails or texts that she or her spouse contacted Respondent regarding the water coming through the ceiling on

September 5, 2023, regarding the shower head and faucet flow problem on September 5, 2023, regarding the garage leak onto their car on January 23, 2022. On the other hand, Respondent did present testimony regarding the text he received that the stove sparked and exploded in November 2023. He immediately sought to hire a company to investigate the problem, but they had an emergency that meant there was a delay in addressing the stove and hood fan. The Respondent has not established a tracking system for tenant reports/requests for maintenance that makes it a reliable source of who reported what and whether it was addressed. He relies on emails, texts, and calls from tenants, but has a poor recollection of them. Respondent's credibility is questionable based on the evidence presented by Petitioner.

The videos and photos show extensive evidence of water damage to the ceiling with mold growing on the ceiling and some walls. These problems are consistent with a plumbing leak in the garage as well. This property has severe water issues which were not addressed and fixed promptly.

Furthermore, Petitioner stated that the stove was not replaced. Instead, the repair crew replaced two burners and deemed the stove fully functional. Based on the video and description of the smoke and sparks exploding out of the stove, Petitioner is reasonable in her fear that the stove is unsafe. Also, Petitioner mentioned that there is light on the stove which is always "on." If no one explained what caused the sparks and why the repair would solve the problem, she reasonably expected the Respondent to replace the stove.

The Petition B asks the Petitioner to place a value on the unmet repairs and maintenance issues, in the form of a rent reduction, for the hearing officer to consider. Petitioner has listed values in the Petition; however, the hearing officer has discretion to award a different value as appropriate.

1. Leaking water from the bedroom ceiling: Petitioner seeks a rent reduction for the water drops leaking from the bedroom ceiling and the mold that has formed on the ceiling and walls. She stated that the condition started in October of 2021 and continues to this day. Respondent claimed that he did not receive the email with a video sent September 5, 2023. Respondent did not testify specifically as to what has been done about the condition but said that he would like to address all the Petitioner's issues so that she is happy in her home. The photos and video show an appalling amount of water damage to the ceiling and walls. Wet areas and water marks where water has seeped into the walls can be seen. There is evidence of severe mold that needs to be addressed properly, not merely treated by a new coat of paint. It is difficult to believe that Petitioner had not mentioned this problem to Respondent prior to September of 2023 as it has been ongoing and getting worse for a while. No tenant should have to live

with this problem. Therefore, rent reductions of \$100.00 per month is awarded to Petitioner for this ongoing hazardous condition in the Unit. This is a reduction of 4.6% of the lawful rent, which is calculated as \$100.00 divided by \$2,175.00. For the period October 2021 through April 2024 (31 months), Petitioner is awarded \$3,100.00 plus continuing rent reductions of \$100.00 per month until the matter is thoroughly and properly resolved.

2. Water leaking from the ceiling of the parking lot: Petitioner sent a message to Respondent on October 28, 2021 regarding substantial amounts of water dripping from the ceiling of the parking lot onto their car. Respondent did not recall receiving their report but conceded that a tenant of the property had reported the problem, and it was fixed within a short time. Petitioner states that the condition continued from the time of her report in October 2021 to March 1, 2022 (approximately 4 months). A water leak from pipes above the parking spaces may not be as urgent as a leak in the units themselves, but it should not take four months to address it. The video showed that there was a steady drip onto the vehicles in the garage and any leak is an indication of a potentially serious maintenance issue. Therefore, rent reductions of \$50.00 per month while the problem persisted after it was reported is awarded to Petitioner. This is a reduction of 2.3% of the lawful rent, which is calculated as \$50.00 divided by \$2,175.00. For the period November 1, 2021 through February 2022, Petitioner is awarded \$200.00.

3. Shower water flow low and tub faucet will not shut off: Petitioner explained through testimony and a video that the water flow and pressure in the shower/tub was not working correctly. The lever used to divert water to the shower can be in the “up” or “on” position and water flows from both the shower and the tub faucet, causing the shower flow pressure to be low. She stated that it is difficult to take a shower but also that this problem causes water to be wasted. She sent an email with a video to Respondent on September 5, 2023 asking for maintenance or repair. Again, Respondent had little to say about the specifics but said he wished to address any problems. There is clearly a plumbing issue that should be addressed. Respondent did not discuss this issue at the hearing. Therefore, rent reductions of \$100.00 per month while the problem persisted after it was reported is awarded to Petitioner. This is a reduction of 4.6% of the lawful rent, which is calculated as \$100.00 divided by \$2,175.00. For the period September 5, 2023 through April 2024, Petitioner is awarded \$800.00 plus continuing rent reductions of \$100 per month until the matter is thoroughly and properly resolved.

4. Toilet connector to the wall is rusty and dirty: Petitioner provided photos of the toilet connector and it appears rusty and dusty, but it is unclear if the functioning of the connector is affected by the rust. It should be inspected by a plumber. The Respondent

is urged to have a plumber or maintenance person inspect this connector to determine if there is any maintenance required, but no rent reductions will be awarded for this issue.

5. The bedroom walls are cracked: Just after moving into the Unit, Petitioner and her spouse noticed that the walls were cracked and sent an email on August 5, 2021 to Respondent and included a video. Respondent's reaction was to minimize the impact of the cracks as simply the building settling based on the fact that it was built on "bay fill." While it is plausible that many buildings in the Bay Area have cracks due to settling and seismic activities in the area, Respondent should have inspected the cracks to determine if there was another cause, perhaps a signal of a serious problem. Based on the evidence presented, this Unit suffered from water leaks and mold such that the cracks may be caused by internal damage from water. Respondent presented no evidence of taking the maintenance request seriously or taking action to investigate the report. The hearing officer concludes that Respondent's conduct does not meet the standard of care expected of a landlord or property manager under the law. For that reason, rent reduction of \$50.00 per month that the problem persisted after it was reported is awarded to Petitioner. This is a reduction of 2.3% of the lawful rent, which is calculated as \$50.00 divided by \$2,175.00. For the period September 2021 through April 2024 (32 months), Petitioner is awarded \$1,600.00 plus continuing rent reductions of \$50.00 per month until the matter is thoroughly and properly resolved.

6. The stove exploded and is not working: The Petitioner reported that the stove suddenly emitted smoke and sparks and "exploded" on November 27, 2023. Respondent mobilized quickly and hired R & G Appliance to schedule a service call within 48 hours. In the meantime, Petitioner's family was afraid to use it, so they relied on microwaved food and spent money eating out. Unfortunately, the assigned technician experienced a health emergency and could not keep the appointment, through no fault of Respondent. The stove was serviced on December 3, 2023. Two burners were replaced. However, Petitioner did not trust the stove and is worried that sparks will happen again. In this matter, Respondent addressed the Petitioner's request in a timely manner. He hired a specialist to make a service call. It remains unclear why the stove emitted sparks that day and how the service fixed the problem so it would not reoccur. There was no evidence of the age of the stove or if it had shown any signs of failing before November 2023. The stove may need replacement, but we are missing information on what the technician found when they serviced the stove. In this case, the Petitioner's testimony and video are all that was presented so Petitioner is not awarded rent reductions for the six (6) days that it took to get R & G Appliance to the Unit, but Petitioner is entitled to a replacement stove under these facts. Petitioner is awarded a replacement stove within ten (10) days of the decision becoming final. If Respondent fails to meet this obligation, Petitioner is entitled to a rent reduction of

\$200.00 per month starting the month following the date that the decision becomes final and continuing until the stove is replaced. This is a reduction of 9.2% of the lawful rent, which is calculated as \$200.00 divided by \$2,175.00.

7. The hood fan does not work: The Petitioner complained that the fan in the range hood above the stove does not work since the stove exploded. She discovered this issue a little after the stove incident and reported it to the Respondent on December 8, 2023. Respondent assured her that the fan will be fixed right away and Petitioner states in her Petition that the fan works as of December 28, 2023. She seeks a rent reduction for the loss of use of the fan for one month. It should not take a month to get a maintenance call for a broken kitchen hood fan. Respondent did not respond quickly enough although the matter is now resolved. In light of the delay, Petitioner is awarded \$50.00 for the loss of use of the fan for a month. This is a reduction of 2.3% of the lawful rent, which is calculated as \$50.00 divided by \$2,175.00.

Conclusion re Petition B:

Based on the evidence presented in the Petition B, the Petitioner is credible in complaining of these issues needing attention. Respondent failed to present much evidence to support their arguments that they address maintenance and repair requests timely and fairly. Respondent testified that there is a remedy in the Lease if a tenant feels that he is not responding to requests: tenants can write him a letter. This statement shows a lackadaisical attitude towards the landlord's duty to maintain the premises because many requests require immediate attention and acknowledgement. Overall, the evidence shows that Respondent did not respond timely although they followed up on Petitioner's issues once the Petition had been filed with the City. As set forth in detail above, the Petitioner is entitled to multiple reductions in rent for failure to maintain habitable premises.

IX. DECISION

Unlawful Rent:

1. The Petitioner's correct Base Rent is \$2,175.00;
2. Petitioner's overpayments are recoverable from Respondent as unlawful rent in the total amount of \$200.00 for September 2023 and October 2023;
3. Petitioner is entitled to any overpayments in excess of the lawful rent of \$2,175.00 per month starting in November 2023 until this decision becomes final. If there is a factual dispute between Petitioner and Respondent about the amount to be refunded, either party may request a Compliance Hearing pursuant to CSFRA Regulations, Ch. 5, Section J(1).

(see Attachment 2: Decision Award Spreadsheet).

Maintenance and Repair:

4. Petitioner is entitled to a reduction in monthly rent for several reductions in housing services/failure to repair as set forth here:
 - a. For the water leaking from the bedroom ceiling for the period October 2021 through April 2024 (31 months), Petitioner is awarded \$3,100.00 plus continuing rent reductions of \$100.00 per month until the matter is thoroughly and properly resolved;
 - b. For the water leak in the parking lot for the period November 1, 2021 through February 2022, Petitioner is awarded \$200.00;
 - c. For the shower/tub low water flow for the period September 5, 2023 through April 2024, Petitioner is awarded \$800.00 plus continuing rent reductions of \$100 per month until the matter is thoroughly and properly resolved;
 - d. For the toilet connector issue, no rent reductions are awarded;
 - e. For the bedroom walls that are cracked for the period September 2021 through April 2024 (32 months), Petitioner is awarded \$1,600.00 plus continuing rent reductions of \$50.00 per month until the matter is thoroughly and properly resolved;
 - f. For the stove explosion, Respondent shall replace the stove in Petitioner's Unit with a comparable, functional stove within ten (10) days of the decision becoming final. If Respondent fails to meet this obligation, Petitioner is entitled to a rent reduction of \$200.00 per month starting the month following the date that the decision becomes final and continuing until the stove is replaced.
 - g. For the stove hood fan, Petitioner is awarded \$50.00.
 - h. In total, Respondent shall refund to Petitioner the amount of \$5,750.00 for failure to maintain habitable premises.

(see Attachment 2: Decision Award Spreadsheet).

Decision Guidelines

1. Respondent shall refund to Petitioner the total amount of (a) \$5,950.00, (b) plus any additional amounts exceeding the current lawful rent of \$2,175.00 for the Affected Unit that may have been paid by Petitioner after October 31, 2023, and (c) apply any

continuing reductions of rent per month for housing services/failure to repair issues that remain ongoing as outlined in Attachment 2, Award Schedule, appended hereto.

2. In the event that Petitioner does not receive full payment of \$5,950.00 from Respondent as ordered in this Decision on or before June 1, 2024, Petitioner shall be entitled to withhold rent payments until such time as Petitioner has withheld a total of \$5,950.00, less any sums Respondent has paid directly to Petitioner pursuant to this Decision. Petitioner may refer to Attachment 2, Award Schedule, for a Credit Schedule setting forth the amounts Petitioner may withhold. As set forth below, Respondent may not issue a rent increase to Petitioner until Petitioner has received from Respondent all amounts ordered by this Decision to be paid.
3. In the event that this Decision is appealed, the final appeal decision shall include an updated refund schedule as applicable. Additionally, if this Decision is appealed, pending the outcome of the appeal, this Decision will not be considered final, and Petitioner shall continue to pay the monthly rent of \$2,275.00 until the appeal decision is final.
4. In the event that either Petitioner or Respondent terminates Petitioner's tenancy for any reason prior to delivery of the payments ordered by this Decision, the total amount then owed shall become due and payable to Petitioner immediately and if said amount is not paid, Petitioner shall be entitled to a money judgment in the amount of the unpaid payments in an action in court or any other administrative or judicial or quasi-judicial proceeding.
5. The payments and credits to Petitioner as set forth herein shall be enforceable as to any successor in interest or assignees of Respondent.
6. Subject to Paragraph 11, below, and pursuant to CSFRA Sections 1706(a), (b) and 1707(c), (f), Respondent may not issue a Rent increase for the Affected Unit until (1) all refunds due to Petitioner are fully paid, and (2) Respondent has provided written notice to Petitioner of the rent increase at least 30 days in advance of such increase in the manner prescribed by the CSFRA and California law. It should be noted that CSFRA Regulations Ch. 7, Section (B)(1) requires that a notice in substantially the same form as that promulgated by the Rental Housing Committee must be served on Tenants for all rent increases.
7. In addition to abiding by the requirements of Paragraph 10, above, Respondent may not issue a rent increase for the Affected Unit if Respondent is in violation of any of the provisions set forth in CSFRA Section 1707(f)(1)-(3) and CSFRA Regs. Ch. 12, Section (B), which require substantial compliance with the CSFRA and include, among other things, charging only lawful amounts of rent, registering the Property annually with the Rent Stabilization Division (see CSFRA Regs. Ch. 11), refunding all unlawfully charged rents for all Tenants, and maintaining the Property in habitable condition according to state law

and the CSFRA, including making all repairs ordered hereunder or required by the City Building Department or other department of the City of Mountain View as a result of Multi-Family Housing Program Inspections. Only when Respondent has complied with all of the provisions of this paragraph and Paragraph 10, above, may Respondent issue a rent increase, provided that they do so in a manner consistent with the CSFRA and California law.

8. If a dispute arises as to whether any party has failed to comply with this Decision, any party may request a Compliance Hearing pursuant to CSFRA Regulations, Ch. 5, Section J(1).

IT IS SO ORDERED.

/s/ E. Alexandra DeLateur

E. Alexandra DeLateur, Hearing Officer

Dated: May 6, 2024

ATTACHMENT 1 LIST OF DOCUMENTARY EVIDENCE

1804 WENTWORTH ST. APT# [REDACTED]

Hearing Officer Exhibits

1. Notice of Acceptance and Follow-up Information Notice served by the City on or about November 17, 2023
2. Notice of Prehearing Meeting and Hearing on Date served on December 20, 2023, setting a Hearing on January 23, 2024 with a Prehearing Conference on January 9, 2024.
3. Pre-hearing Order and Notice of Prehearing Order dated January 19, 2024.
4. Information from the City of Mountain View regarding building code, fire, and safety violations at 1084 Wentworth St., Mountain View, California with a report showing no outstanding fire, health, or safety violations as of October 17, 2023.
5. 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 as of September 2023.
6. Post-hearing Order and Notice of Post-hearing Order dated February 2, 2024.
7. Second Post-hearing Order and Notice of Post-hearing Order dated March 11, 2024.

Petitioner Exhibits

1. The combined Petitions A and B filed by Ilse Rivera aka Ilse Ortega, Ilse Ortega de Rivera ("Petitioner") on or about October 19, 2023 and accepted by the City on or about November 17, 2023.
2. Workbook A for a Downward Adjustment of Rent for Collection of Illegal Rent
3. Workbook B for a Downward Adjustment of Rent Failure to Maintain Habitable Premises and/or Decrease in Housing Services or Maintenance

4. The combined Amended workbooks to the Petitions A and B filed by Ilse Rivera aka Ilse Ortega, Ilse Ortega de Rivera (“Petitioner”) dated on or about December 28, 2023.
5. Notice of Submission and Proof of Service, dated October 19, 2023 for each Petition
6. Residential Lease dated June 22, 2021 for 1084 Wentworth St. # [REDACTED] between “[REDACTED] et al.” and Petitioner and her spouse for a tenancy commencing July 1, 2021 for twelve (12) months
7. Notice of Change of Ownership dated November 24, 2021
8. Petitioner’s receipts to show rent payments made to Respondent through October 2023
9. Notice of Change in Terms of Tenancy and CSFRA Attachment dated August 1, 2023
10. Petitioner’s Tenant’s Explanation of two additional issues (stove and fan)
11. Multiple emails between Petitioner, her spouse Mr. Rivera, and Respondent: 7/4/21 from Mr. Rivera to Respondent regarding the move-in questions, the leak in the garage, etc.; 8/5/21 from Mr. Rivera to Respondent regarding large cracks in the walls of both bedrooms (with video attached); 1/23/22 from Mr. Rivera to Respondent about the garage leak on the car; 9/5/23 from Mr. Rivera to Respondent regarding water seeping from the ceiling when it rains; 9/5/23 from Mr. Rivera to Respondent regarding the low water pressure in the shower/faucet leaking when the shower head operates, and concerns of wasting water; 2/13/24 from Petitioner to the Rent Stabilization Staff that most of the habitability issues have been addressed except the moldy wall; 2/13/24 email from Petitioner to the Rent Stabilization Staff about the Respondent’s failure to cash the February rent check
12. Photos showing: the water dripping from a pipe in the garage and a puddle near the car, water drops forming and falling from the bedroom ceilings, the connector from the toilet to the wall, cracks in the walls
13. Texts dated about 11/26/23 regarding the repair of the stove fan & light
14. Videos regarding a variety of maintenance issues, including signs of water damage and mold on walls, the leak on the car in the garage, mold

around the bathtub grout, broken blinds, and the low shower pressure/flow

15. Letter dated December 12, 2023 from Respondent to Petitioner's spouse regarding a rent adjustment for January 2024 rent to give a credit for overpayments for September and October.

Respondent Exhibits

1. None

Hearing Officer Decision re Base Rent

Month/Year of Rent Payment	Actual Premises Rent Paid	Actual Utilities Paid	Lawful Rent
8/2023	\$ 2,175.00	\$ -	\$ 2,175.00
BASE RENT		\$ 2,175.00	

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
9/2023	\$ 2,275.00	\$ -	\$ -	\$ 2,175.00	\$ 100.00
10/2023	\$ 2,275.00	\$ -	\$ -	\$ 2,175.00	\$ 100.00
11/2023	TBD	\$ -	\$ -	\$ 2,175.00	TBD
12/2023	TBD	\$ -	\$ -	\$ 2,175.00	TBD
1/2024	TBD	\$ -	\$ -	\$ 2,175.00	TBD
2/2024	TBD	\$ -	\$ -	\$ 2,175.00	TBD
3/2024	TBD	\$ -	\$ -	\$ 2,175.00	TBD
4/2024	TBD	\$ -	\$ -	\$ 2,175.00	TBD
5/2024	TBD	\$ -	\$ -	\$ 2,175.00	TBD
TOTAL*					\$ 200.00

* The total does not include the potential amounts overpaid after October 2023

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	Rent Reduction Awarded	Total Rent Reduction Awarded
Leaking water from bedroom ceiling	10/1/2021	4/30/2024	31.00	\$ 2,175.00	\$ 100.00	\$ 3,100.00
Water leaking from ceiling of parking lot	11/1/2021	2/28/2022	4.00	\$ 2,175.00	\$ 50.00	\$ 200.00
Shower water flow low and tub faucet will not shut off	9/5/2023	4/30/2024	8.00	\$ 2,175.00	\$ 100.00	\$ 800.00
Toilet connector rusty and dirty	n/a	n/a	n/a	\$ 2,175.00	\$ -	\$ -
Bedroom walls cracked	9/1/2021	4/30/2024	32.00	\$ 2,175.00	\$ 50.00	\$ 1,600.00
Stove exploded and not working	n/a	n/a	n/a	\$ 2,175.00	\$ -	\$ -
Stove hood fan does not work	12/8/2023	12/28/2023	1.00	\$ 2,175.00	\$ 50.00	\$ 50.00
Leaking water from bedroom ceiling (ongoing)	5/1/2024	TBD	TBD	\$ 2,175.00	\$ 100.00	TBD
Shower water flow low and tub faucet will not shut off (ongoing)	5/1/2024	TBD	TBD	\$ 2,175.00	\$ 100.00	TBD
Bedroom walls cracked (ongoing)	5/1/2024	TBD	TBD	\$ 2,175.00	\$ 50.00	TBD
Award for failure to replace stove (per month)	TBD	TBD	TBD	\$ 2,175.00	\$ 200.00	TBD
TOTAL**						\$ 5,750.00

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

TOTAL REFUND OWED TO PETITIONER \$ 5,950.00**

Credit Schedule

Month/Year of Rent Payment	Unpaid Rent Owed to Landlord	Rent Credited to Petitioner	Total Payment to be Paid by Petitioner
6/2024	\$ 2,175.00	\$ 2,175.00	\$ -
7/2024	\$ 2,175.00	\$ 2,175.00	\$ -
8/2024	\$ 2,175.00	\$ 1,600.00	\$ 575.00
9/2024	TBD	TBD	TBD
TOTAL**		\$ 5,950.00	