

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

<b>Rental Housing Committee Case No.:</b>	22230008
<b>Address and Unit(s) of Rental Property:</b>	1375 Montecito Avenue [REDACTED], Mountain View, CA 94043
<b>Petitioner Tenant Name(s):</b>	Juan Enrique Castro Jordan
<b>Respondent Landlord Name(s):</b>	Washington Square
<b>Property Manager Name:</b>	Agnes Tsui
<b>Date(s) of Hearing:</b>	November 18, 2022
<b>Place of Hearing:</b>	Zoom
<b>Date Hearing Record Closed:</b>	November 18, 2022
<b>Date of Decision:</b>	December 16, 2022
<b>Date of Mailing:</b>	See attached Proof of Service.
<b>Hearing Officer:</b>	Barbara M. Anscher

**I. PROCEDURAL HISTORY**

1. On September 26, 2022, Tenant Juan Enrique Castro Jordan (“Tenant,” “Petitioner,” or “Mr. Castro Jordan”) filed with the City of Mountain View Rent Stabilization Program (the “City”) a Petition for a downward rent adjustment, specifically Petition A: Downward Rent Adjustment—Unlawful Rent as Defined by the CSFRA (the “Petition”) for 1375 Montecito Avenue, Unit [REDACTED] (the “Affected Unit”), which was accepted by the City on October 25, 2022.
2. Respondent Washington Square (“Landlord” or “Respondent”) did not file a Response to the Petition.

3. The following was sent electronically by the City to the parties on October 25, 2022: Notice of Acceptance and Notice of Prehearing Conference for Petition Requesting Adjustment of Rent As Defined by the Community Stabilization and Fair Rent Act, dated 10/25/2022, with Proof of Service, in Spanish and English. A Prehearing Conference was noticed for November 4, 2022.
4. The following was sent electronically by the City to Respondent on October 25, 2022: Follow-up Information and Notice of Prehearing Conference and Hearing, dated 10/25/2022, with Proof of Service, dated 10/25/2022.
5. The City sent in electronic form a CSFRA Petition for Adjustment of Rent Hearing Information Sheet to the parties on 10/25/2022, in Spanish and English. The same document was sent electronically again to all parties on November 4, 2022.
6. A prehearing video conference was held on November 4, 2022, as noticed. Petitioner was present at the prehearing conference, but Respondent-Landlord Washington Square did not appear. It is noted that on October 25, 2022, Respondent-Landlord was sent by the City in electronic format a document titled "Follow-up Information and Notice of Prehearing Conference and Hearing for Petition," dated October 25, 2022, with a proof of service of the same date, and that Respondent-Landlord acknowledged receipt of said document by email of October 25, 2022. At 9:20 a.m. on November 4, 2022, the City also sent Respondent-Landlord an email reminder of the pre-hearing conference, and Joann Pham of the City also called and emailed Respondent-Landlord's representative at 2:05 p.m. on November 4, 2022, when they failed to appear at the prehearing conference.
7. On November 4, 2022, after the prehearing conference, the Hearing Officer made a written request (the "Request") setting the deadline for filing additional documents as November 9, 2022. A Notice of the Hearing Officer's Written Order and Summary of Prehearing Telephone Conference and a Notice of Hearing was served in electronic form on the parties by the City on November 7, 2022. A Hearing was set for November 18, 2022.
8. Respondent did not submit either a Response or any documentary evidence, and Petitioners did not submit any additional documents.
9. A Hearing was held on November 18, 2022 at 2:00 p.m., as duly noticed.
10. The Record was closed after the Hearing on November 18, 2022.

## **II. PARTIES WHO ATTENDED THE HEARING**

The following parties attended the Hearing: Petitioner Juan Enrique Castro Jordan; Property Manager Agnes Tsui ("Property Manager," or "Ms. Tsui"), on behalf of Respondent Landlord Washington Square.

For the City, Joann Pham, Analyst I, was present, as was Spanish interpreter Ana Jiminez, who translated the Hearing for Petitioner.

### III. WITNESSES

The following persons, duly sworn, testified at the Hearing and presented the following testimony:

#### Juan Enrique Castro Jordan

Mr. Castro Jordan said that he filed the Petition because in August 2022, he received a text message from Ms. Tsui telling him that he had a balance due for rent for June, July, and August 2022. He called Ms. Tsui to ask why she had not notified him earlier, and she said that because of COVID, she did not want to bother him about back rent. He told her that he had not been properly notified, and she responded that the amount of rent was in the Lease, so she did not need to notify him.

Upon questioning, Mr. Castro Jordan said that the initial lease term was from June 1, 2021 through May 31, 2022. He said that the rent in the Lease was \$2,390.00 per month, with two months free rent. He asked Ms. Tsui to spread the rent concessions out over the 12-month initial term of the Lease, which amounted to Rent payments of approximately \$1,992.00 per month, or \$398.00 free rent per month. He remembers that in the August 2022 text message, Ms. Tsui informed him that, in addition to the past due balance, the Rent was increasing to \$2,510.00 on September 1, 2022. He did not recall receiving a letter notifying him of the rent increase.

Mr. Castro Jordan paid rent of \$1,992.00 for each of June, July and August 2022, and starting on September 1, 2022, he began paying \$2,510.00. He wants to know if the increase from \$1,992.00 to \$2,390.00 for June, July and August 2022 is allowed.

Mr. Castro Jordan said that he always paid his rent on time and could not understand why Ms. Tsui did not tell him right away that he needed to pay more starting in June 2021. He said that it is a struggle for him to pay the past due amount in addition to the increased rent.

#### Agnes Tsui

During the pandemic, when Mr. Castro Jordan moved in, he was given two months free rent. The free rent was supposed to be for June 2021 and May 2022; however, Mr. Castro Jordan decided to pay less each month because of his budget. Ms. Tsui agreed to this arrangement and wrote up a document showing how the rent payments would be calculated because Mr. Castro Jordan asked her to help him figure it out. Ms. Tsui said that she could not dictate to Mr. Castro Jordan how to pay his rent and that he received a credit for the first month of rent as well as a credit for the payment he made in June 2021. Respondent in their accounting always charged \$2,390.00 for the months in which concessions were not made, and Mr. Castro Jordan chose to pay less each month, but he was not in arrears due to the credits he received for free rent.

Ms. Tsui testified that the Landlord was allowing late payments and reduced payments during COVID because tenants were having difficulty paying rent; however, as things became more normal and people started going back to work, Respondent started to remind tenants about balances that were due. After the initial term of the Lease for the Affected Unit ended on May 31, 2022, the rent payments were supposed to go back up to \$2,390.00. Ms. Tsui said that when she discussed this with Mr. Castro Jordan, she explained that the rent in the Lease was \$2,390.00 per month, which he would have to pay for June, July and August 2022. Mr. Castro Jordan had paid \$1,992.00 for those three months, so there was a balance due. Mr. Castro Jordan told Ms. Tsui that she should have notified him sooner about the balance, and she told him that the Lease made it clear that the rent was \$2,390.00, and that she would work with him on a payment plan, suggesting \$100.00 per month. She also said that she had hand-delivered a letter with a notice of rent increase to \$2,510.00 on July 30, 2022.

Ms. Tsui said that she was always willing to work with Mr. Castro Jordan over his concerns about paying the rent.

#### **IV. EVIDENCE**

The following documents were submitted prior to the hearing and marked and admitted into evidence without objection:

##### Hearing Officer's Exhibits

Exhibit 1: Notice of Acceptance and Notice of Prehearing Conference for Petition Requesting Adjustment of Rent As Defined by the Community Stabilization and Fair Rent Act, dated 10/25/2022, with Proof of Service, in Spanish and English

Exhibit 2: Follow-up Information and Notice of Prehearing Conference and Hearing, dated 10/25/2022, with Proof of Service, dated 10/25/2022

Exhibit 3: CSFRA Petition for Adjustment of Rent Hearing Information Sheet, sent by electronic transmission by the City to the parties on 10/25/2022, in Spanish and English

Exhibit 4: CSFRA Petition for Adjustment of Rent Hearing Information Sheet, sent by electronic transmission by the City to the parties on 11/04/2022, in Spanish and English

Exhibit 5: English Version of Notice of Hearing Officer Written Order and Summary of Prehearing Telephone Conference and Notice of Hearing, with attached Hearing Officer Requests Pursuant to the RHC Regulations Ch. 5(C)(4), dated November 4, 2022, and Proof of Service, dated November 7, 2022

Exhibit 6: Spanish Version of Notice of Hearing Officer Written Order and Summary of Prehearing Telephone Conference and Notice of Hearing, with attached Hearing Officer Requests Pursuant to the RHC Regulations Ch. 5(C)(4), and Proof of Service, dated November 7, 2022, in Spanish

Exhibit 7: CSFRA Petition for Adjustment of Rent Hearing Information Sheet, sent by electronic transmission by the City to the parties on 11/07/2022, in Spanish and English

#### Petitioner's Exhibits

Exhibit 1: Tenant Petition A--Unlawful Rent, dated 9/26/2022, in Spanish and English

Exhibit 2: Worksheet 1 to Tenant Petition A—Rent Increases, in English and Spanish

Exhibit 3: Worksheet 2 to Tenant Petition A—Rent Payments, in English and Spanish

Exhibit 4: Lease Agreement, dated 05/08/2021

Exhibit 5: Partial Lease Agreement, with attached document titled "Unit [REDACTED] Rent Schedule for 12 month[s]"

Exhibit 6: Notice of Rent Increase, dated 7/30/2022

Exhibit 7: Cancelled checks to Washington Square, dated 6/01/2021; 6/30/2021; 7/29/2021; 8/29/2021; 10/03/2021; 10/30/2021; 11/30/2021; 12/30/2021; 2/02/2022; 3/02/2022; 3/31/2022; 5/1/2022; 5/31/2022; 7/01/2022; 8/2/2022

Exhibit 8: Text message from Agnes Apartments, dated August 23, no year

Exhibit 9: Cancelled check to Washington Square, dated 8/31/2022

Exhibit 10: Check to Washington Square, dated 10/1/2022

Exhibit 11: Notice of Submission and Proof of Service to Landlord of Petition Requesting Downward Adjustment of Rent, dated 9/27/2022, Spanish Version

#### Respondent's Exhibits

No exhibits were offered or admitted.

### **V. ISSUES PRESENTED**

1. Whether Respondent is in violation of the CSFRA because they failed to take rent concessions into account in calculating Base Rent.

2. Whether Petitioner is entitled to a downward adjustment of rent because an unlawful rent increase was made.

### **VI. FINDINGS OF FACT SUPPORTING THIS DECISION**

1. Petitioner and his spouse, Rosa M. Chavez Tengan, executed a Lease Agreement (the "Lease") for the Affected Unit on May 8, 2021.
2. According to Paragraph 3 of the Lease, the initial term commenced on June 1, 2021 and ended on May 31, 2022.

3. The Lease stated that rent would be \$2,390.00 per month, with rent for June 2021 and May 2022 being free.
4. Petitioner requested that the free rent be spread out over the initial term of the Lease because it would help his budgeting, and Property Manager agreed.
5. Property Manager drafted a document titled "Unit ■ Rent schedule for 12 month[s]," breaking down the discounted monthly payments.
6. Petitioner paid \$1,992.00 each month for June 2021 through April 2022, and \$1,988.00 for May 2022.
7. In June 2021, Petitioner's account was credited for the \$2,390.00 rent concession as well as for his payment of \$1,992.00. Property Manager charged Petitioner \$2,390.00 for each month in which there was no rent concession. Although Petitioner was paying less than \$2,390.00 each month, he did not fall into arrears for the rent because of the rent concessions he received under the Lease.
8. Petitioner resumed paying \$1,992.00 per month beginning in June 2022.
9. Property Manager delivered a letter to Petitioner dated July 30, 2022 noticing a rent increase to \$2,510.00 effective September 1, 2022. The notice stated that the current rent was \$2,390.00 and that the increase was 5 percent.
10. On August 23, 2022, Property Manager sent Petitioner a text message stating that he had a balance due of \$1,194.00 for June, July and August 2022, and that the rent for each of those months was \$2,390.00.
11. Petitioner called Property Manager to ask her why she had not let him know sooner that he had a balance due, and Property Manager told him that Respondent had not been pressuring tenants to pay rent during COVID, and she did not want to bother him about back rent. Property Manager offered Petitioner a payment plan. According to the Petition, Petitioner did not pay the balance that Respondent demanded.
12. Petitioner began paying \$2,510.00 commencing on September 1, 2022.

## **VI. DISCUSSION**

CSFRA Section 1702(b)(2) defines Base Rent for tenancies commenced after October 19, 2015 as "the initial rental rate charged upon initial occupancy." It further states that "[t]he term 'initial rental rate' means only the amount of Rent actually paid by the Tenant for the initial term of the tenancy." Regulations Ch. 2, Section (b)(2) elaborates upon this definition, stating that "'initial rental rate' means only the amount of Rent actually demanded to be paid and paid by the Tenant for the initial term of the tenancy."

Thus, in any case where determination of the Base Rent is at issue, it is necessary to determine exactly what the initial term of the tenancy was and the actual amounts demanded by the Landlord and paid by the Tenant during that term.

There was no dispute that the initial term of the tenancy is 12 months, from June 1, 2021 through May 31, 2022. During that 12-month period, Petitioner paid \$1992 for 11 months and

\$1988 for the final month, a total of \$23,900.00. Respondent demanded \$2390.00 monthly, with 2 months free, which also totals \$23,900.00.

CSFRA Regulations Ch. 2, section (b)(2)(i) interprets the definition of “initial rental rate” in order to account for a rent concession granted by the Landlord: “If a temporary rent concession is provided by the Landlord during the initial term of the tenancy, the ‘initial rental rate’ shall be the **average amount** of Rent actually demanded to be paid and paid by the Tenant during the initial term of the tenancy” (emphasis added). Regulations Ch. 2, Section (b)(2)(ii) further states that in performing the calculation of the initial rental rate, the **first full month** of free or discounted rent shall not be considered. All other months in which there is free rent or discounted rent are factored into the calculation.

The question thus arises as to whether Petitioner was given free or discounted rent during the first full month of the initial term of the Lease. The first full month was June 1-30, 2021. The Rent listed in the Lease was \$2,390.00; however, the Lease states in Paragraph 4 that rent for June 2021 and May 2022 is free. At Petitioner’s request, Property Manager agreed to allow the rent concessions to be spread over the entire initial term of the Lease. Under this arrangement, Petitioner paid \$1,992.00 for June 2021 rather than paying nothing, and at that time, he also received a credit for the first month’s rent of \$2,390.00. The issue that arises from this arrangement is whether Respondent granted Petitioner a full month’s rent concession for June 2021 or just \$398.00 in rent concessions, which is the difference between the full monthly rent (\$2390.00) and what Petitioner paid (\$1,992.00).

The Lease plainly states in Paragraph 4 that the rent concession is for June 2021. Property Manager agreed to the alternative payment plan to accommodate Petitioner’s request because it helped him with budgeting and because it was Respondent’s policy to accommodate tenants’ requests with respect to payment of rent due to COVID. Petitioner received a credit for the full amount of rent (\$2,390.00) in June 2021 and an additional credit for the amount of rent he paid in June 2021 (\$1,992.00). Additionally, the full amount of \$2,390.00 was debited against Petitioner’s account each month for the months when free rent was not granted. All of these factors lead to the conclusion that both parties understood Paragraph 4 of the Lease to give Petitioner a full month of free rent in June 2021 and that Petitioner’s decision not to take that month of free rent in June was an accommodation intended to aid Petitioner, but not intended to alter the terms of the Lease. Thus, it is both reasonable and equitable<sup>1</sup> to conclude that a full

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<sup>1</sup> It is equitable because a decision that only the amount unpaid by tenant in the first month (i.e., \$398.00) be removed from the Base Rent calculation would lead to inconsistent results among tenants. For example, Petitioner requested that his rent credits be spread out over 12 months, resulting in savings of \$398.00 per month. Another tenant with the same Lease terms as Petitioner might take the rent concessions as written. As a result, if Petitioner’s Base Rent were calculated based on removing only \$398.00 from the calculation, Petitioner’s Base Rent would be lower than that of the other tenant, whose calculation would be based on removing the entire first month’s rent from the calculation. Given that both tenants’ lease terms are the same, this would lead to an inequitable result.

month of free rent should be excluded from the equation in calculating the Base Rent pursuant to CSFRA Regulations Ch. 2, Section (b)(2)(ii).

The calculation of the Base Rent is thus:  $(10 \times \$2,390.00)/11 = \$2,172.73$ . See CSFRA Regulations Ch. 2, Section (b)(iv) Example 2. This reflects the fact that during the initial term of the Lease, Petitioner paid the equivalent of 10 months' rent at the monthly rate listed in the Lease, and the first month of free rent is eliminated from the calculation, so the total amount is divided by 11 months. The Base Rent for the initial term of the Lease is \$2,172.73, and all subsequent increases must be calculated from that amount. Property Manager's characterization of the Rent for the Affected Unit as going from \$1,992.00 back to the amount originally stated in the Lease, i.e. \$2,390.00, for June, July and August 2022 constituted a rent increase for which she failed to give the requisite notice required by CSFRA Section 1707(c) and California law. In addition, the rent increase was 10% over the Base Rent of \$2,172.73, much more than the Annual General Adjustment allowed by the CSFRA at that time, which was two percent. By raising the rent effective September 1, 2022 after already increasing it as of June 1, 2022, Respondent increased the Rent more than once in a 12-month period, which is prohibited under CSFRA Section 1707(b). Additionally, by calculating the rent increase for September 1, 2022 using \$2,390.00 as the Base Rent and increasing the Rent to \$2,510.00, Respondent made an unlawful rent increase of 15.5% above the Base Rent of \$2,172.73, when the AGA at that time was 5 percent.

Respondent miscalculated the Base Rent for the initial term of the Lease as \$2,390.00 rather than \$2,172.73 and thus demanded rents in excess of what was allowed under the CSFRA. When it is found that there has been a collection of unlawful rents due to incorrect calculation of the Base Rent, an Individual Rent Adjustment is appropriate. (See CSFRA Section 1702(i)). Regulations Ch. 4, Section (G)(6) addresses limitations on Individual Rent Adjustments in the case of rent concessions. Specifically, Section (G)(6)(a) provides: "For rent concessions provided for a Tenancy that commenced before September 1, 2022, a Tenant shall be entitled to a rollback to the Base Rent and a refund of only the Rent that was overpaid within one (1) year prior [to] the date of the filing of the Petition." The Petition was filed on September 26, 2022, and thus the relevant period for calculating the Individual Rent Adjustment is September 27, 2021 through September 26, 2022. During that time period, unlawful rent was demanded for June, July, August and September 2022.

According to the Petition, Petitioner did not pay the increases demanded for June, July and August 2022; however, he has been paying \$2,510.00 per month since September 1, 2022. This constitutes \$337.27 per month more than he should be paying (\$2,510.00 minus \$2,172.73). He will be entitled to a refund of the amounts overpaid going back one year from filing the Petition, specifically the amount of the overpayment between September 1 and September 26, 2022. Additionally, while CSFRA Regulations Section (G)(6)(a) limits how far back the Hearing Officer may go in calculating damages for improper calculation of the Base Rent due to rent concessions, it does not limit damages going forward from the time of filing the Petition until



the issuance of the Decision. Thus, a refund for overpayment of Rent between September 26, 2022, when Petitioner filed the Petition, through December 2022 will be included in the calculation of damages. This means that Petitioner is entitled to a refund for overpayment for the entire month of September 2022 as well as for October, November and December 2022. Petitioner paid \$2,510.00 for each of those months, which amounts to an overpayment of \$337.27 per month over the Base Rent of \$2,172.73; the total overpayment for the four months is \$1,349.08. Thus, Respondent must give Petitioner a refund of \$1,349.08.

The rent increase to \$2,390.00 on June 1, 2022 and the rent increase to \$2,510.00 effective September 1, 2022 were unlawful due to lack of notice (for the June 1, 2022 increase), the miscalculation of the Base Rent and the imposition of two rent increases within one 12-month period, as stated above. CSFRA Section 1706(a) states that “no Landlord shall charge Rent in an amount that exceeds the sum of the Base Rent” plus lawful Annual General Adjustments. Thus, Respondent may not collect those rent increases. However, after Respondent has refunded Petitioner the amount stated herein, provided Respondent is in substantial compliance with the CSFRA, as discussed in Section IX (6), below, Respondent may increase the Rent, as long as it is done in a manner consistent with the CSFRA and California law, also as discussed below.

Finally, there is the issue of what Petitioner should have paid as Rent for June, July and August 2022. The Base Rent for that period was \$2,172.73. Petitioner paid \$1,992.00, a difference of \$180.73 per month. Petitioner thus has a balance due for three months, amounting to \$542.19. That amount can be deducted from the refund owed to Petitioner by Respondent (\$1,349.08), leaving a balance due to Petitioner from Respondent of \$806.89.

## **VIII. CONCLUSIONS OF LAW**

1. Respondent incorrectly calculated the Base Rent for the initial term of Petitioner’s Lease as \$2,390.00, when the correct Base Rent is \$2,172.73. Respondent should have calculated the Base Rent by averaging the Rent actually paid by Petitioner during the initial term of the Lease, as required by CSFRA Section 1702(b)(2) and Regulations Ch. 2, Section (b)(2)(ii).
2. Under CSFRA Regulations Ch. 4, Section (G)(6)(a), the Base Rent for the Affected Unit must be rolled back to the correct amount of \$2,172.73.
3. The increase of Petitioner’s rent on June 1, 2022 to \$2,390.00 was done without notice to Petitioner as required by CSFRA Section 1707(c) and California law and was based on a miscalculation of the Base Rent for the initial term of the Lease, and thus was an unlawful rent increase under CSFRA Sections 1706(a) and 1707(c).
4. The increase of Petitioner’s Rent to \$2,510.00 effective September 1, 2022 resulted in two Rent increases in a 12-month period, in violation of CSFRA Section 1707(b).
5. The increase of Petitioner’s Rent to \$2,510.00 was based on a miscalculation of the Base Rent for the initial term of the Lease, and thus was an unlawful rent increase under CSFRA Section 1706(a).

6. Under CSFRA Regulations Ch. 4, Section (G)(6)(a), Petitioner is entitled to a refund for Rent overpaid in September, October, November, and December 2022, totaling \$1,349.08.
7. Petitioner owes past rent for June, July and August 2022 in the total amount of \$542.19.

**IX. DECISION**

1. The Base Rent for the Affected Unit is rolled back to \$2,172.73.
2. Respondent shall refund to Petitioner the amount of \$1,349.08.
3. Petitioner shall pay a balance due to Respondent of \$542.19. This amount shall be offset against the \$1,349.08 owed to Petitioner by Respondent, resulting in a refund due to Petitioner of \$806.89. Respondent may pay the \$806.89 owed to Petitioner as a credit against rent for January 2023. Thus, Petitioner's Rent for January 2023 shall be \$1,365.84.
4. The credits to Petitioner as set forth herein shall be enforceable as to any successor in interest or assignees of Respondent.
5. In the event that either Petitioner or Respondent terminates Petitioner's tenancy prior to application of the rent credits 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 unapplied rent credits in an action in Small Claims court or any other administrative or judicial or quasi-judicial proceeding.
6. Pursuant to CSFRA Sections 1706(a), (b) and 1707(c), (f), Respondent may not issue a Rent increase for the Affected Unit until (1) the refund due to Petitioner is 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. Additionally, 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 (B), which include, among other things, registering the Property annually with the Rent Stabilization Program (see CSFRA Regs. Ch. 11) and maintaining the Property in habitable condition according to state law and the CSFRA, including making all repairs 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 may Respondent issue a rent increase, provided that they do so in a manner consistent with the CSFRA and California law.
7. Petitioner may seek compliance with this Decision through the Rent Stabilization Program.

It is so ordered.



Hearing Officer Barbara M. Anscher

Date: December 16, 2022

1375 Montecito Ave [REDACTED] - RHC Petition# 22230008

Hearing Officer Decision

Month/Year of Rent Payment	Actual Rent Paid	Lawful Rent	Payments in Excess by Petitioner	Overdue Balance from Petitioner
June 2022	\$ 1,992.00	\$ 2,172.73	\$ -	\$ 180.73
July 2022	\$ 1,992.00	\$ 2,172.73	\$ -	\$ 180.73
August 2022	\$ 1,992.00	\$ 2,172.73	\$ -	\$ 180.73
September 2022	\$ 2,510.00	\$ 2,172.73	\$ (337.27)	\$ -
October 2022	\$ 2,510.00	\$ 2,172.73	\$ (337.27)	\$ -
November 2022	\$ 2,510.00	\$ 2,172.73	\$ (337.27)	\$ -
December 2022	\$ 2,510.00	\$ 2,172.73	\$ (337.27)	\$ -
<b>TOTAL</b>			\$ (1,349.08)	\$ 542.19

Credit Schedule

	Payments in Excess by Petitioner	Overdue Balance from Petitioner	Total Refund/Rent Credit due to Petitioner
Total Credit Due	\$ (1,349.08)	\$ 542.19	\$ (806.89)

Month/Year of Rent Payment	Monthly Rent Owed (Base Rent)	Rent Credited to Petitioner	Total Rent Payment to be Paid by Petitioner
January 2023	\$ 2,172.73	\$ (806.89)	\$ 1,365.84