

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

RHC Petition #(s):	22230017 (Petition A - Unlawful Rent)
Address and Unit(s) of Rental Property:	880 Park Dr. ■■■ Mountain View, CA 94041
Petitioner Tenant Name(s):	Julien Lambert (Unit ■■■)
Respondent Landlord Name(s):	Frank Cervantes aka Francisco Cervantes for Cervantes, LLC
Property Manager Name:	N/A
Date(s) of Hearing:	March 10, 2023
Place of Hearing:	Online via Zoom
Date Hearing Record Closed:	March 14, 2023
Date of Decision:	April 12, 2023
Date of Mailing:	See attached Proof of Service
Hearing Officer:	E. Alexandra DeLateur

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

1. The Petition in the above case (the "Petition") was filed under the City of Mountain View's Community Stabilization and Fair Rent Act ("CSFRA") by Julien Lambert ("Petitioner") on or about December 27, 2022.
2. The Petition was accepted by the City on January 27, 2023.
3. On February 1, 2023, Respondent requested a postponement of the hearing which was granted by Order dated February 2, 2023, which also set a Prehearing Conference date on February 24, 2023 and a Hearing on March 10, 2023.

4. On February 2, 2023, an Order issued which consolidated three Petitions (nos. 22230016 (Unit ■ Petitioner Hammer), 22230017 (Unit ■), and 22230026 (Unit ■ Petitioner Nwokidu) for hearing pursuant to Chapter 4, section J, and the CSFRA regulations.
5. All parties appeared on February 24, 2023, and a Prehearing Summary and Order was issued dated February 24, 2023, which ordered that the scheduled evidentiary hearing would go forward as noticed. Additionally, Respondent was permitted to submit evidence no later than March 3, 2023.
6. Frank Cervantes aka Francisco Cervantes, the Respondent-Landlord ("Respondent") filed a response dated March 3, 2023.
7. The matter was heard as scheduled on March 10, 2023 and the Hearing Officer kept the record open at the conclusion of the hearing for the Petitioners to provide proof of payment of rent and utilities for the months immediately preceding the hearing.
8. The record was closed on March 14, 2023.

II. PARTIES WHO ATTENDED THE HEARING

The following parties attended the consolidated Hearing:

Petitioner(s): Jamie Jeanine Hammer ("Tenant" or "Petitioner" for Unit ■); Julien Lambert ("Tenant" or "Petitioner" for Unit ■); Nirvana Nwokidu ("Tenant" or "Petitioner" for Unit ■). Julien Lambert is the "Tenant" or "Petitioner" for the subject of this decision.

Respondent: Frank Cervantes aka Francisco Cervantes ("Landlord" or "Respondent")

Anky van Deursen, Program Manager, Rent Stabilization Program, City of Mountain View

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

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

III. TESTIMONY

Ms. Hammer, Mr. Lambert, Ms. Nwokidu, and Mr. Cervantes were sworn in under oath as parties to the dispute and presented arguments, testimony, and evidence at the

consolidated hearing for Units ■, ■, and ■. The only testimony relevant to this decision is the testimony provided by Mr. Lambert and Mr. Cervantes.

IV. SUMMARY OF THE EVIDENCE

On April 1, 2021, Petitioner Lambert entered into a Lease with Cervantes, LLC for the property known as 880 Park Drive ■, Mountain View, California to take possession of the property April 1, 2021 and remain effective through March 31, 2022. His stated rent in the Lease was \$1,750 per month plus utilities. However, an “Addendum” provided a \$250 per month “rent credit” or concession for the initial 12 months so that Petitioner Lambert would pay \$1,500 per month in premises rent under the Lease. The Lease also required that the Petitioner pay certain monthly utility costs to the Respondent which were billed through a ratio utility billing system (“RUBS”) to Multifamily Utility Company via an online billing portal.

The City of Mountain View’s rent stabilization law, the Community Stabilization and Fair Rent Act (“CSFRA”), was not mentioned in the Lease or Addenda and the City’s required form notice, available online to landlords, was not attached.

Petitioner Lambert paid monthly rent of \$1,500 to Respondent starting April 2021 through March 2022, along with the utility charges. In April 2022, Petitioner Lambert and Respondent agreed to rent of \$1,750 per month with a “rent credit” or concession of \$50 per month for six months (April 2022-September 2022), to pay \$1,700 per month for premises rent plus utilities for those months. In October 2022, Respondent sought the full \$1,750 in premises rent which Petitioner Lambert paid along with utilities.

On or about November 30, 2022, Respondent served a rent increase notice raising the premises rent to \$1,835 effective January 1, 2023. Petitioner Lambert has paid \$1,835 per month since January 2023 and continues to pay rent in that amount through March as provided in testimony, plus utilities.¹

Petitioner Lambert testified that he never received any notices that his unit was covered by the CSFRA, either at the commencement of the tenancy or at the time of any of the rent increases.

The City of Mountain View provided notice to the Respondent regarding the status of the property’s compliance with the CSFRA. Respondent paid the required Rental Housing Fee but had not registered this rental complex with the Rent Stabilization Program on February 3, 2023, after the Petitions were filed. The City of Mountain View also provided the most current inspection reports for the property, which showed that there are no significant current health or safety violations at the rental complex.

¹ Evidence of an invoice dated March 9, 2023 in the amount of \$72.36 was provided for February utility bills.

Respondent submitted calculations to support his argument that the rent increases were not excessive. He has not contested any of the factual statements by Petitioner Lambert.

Respondent Frank Cervantes

Respondent presented evidence of calculations of “Base Rent” pursuant to the CSFRA and regulations, including the recent sections regarding “concessions.” He did not contest any of the facts presented by the Petitioners regarding the leases, the rent payments made, or the increases imposed on them. Although the City reported that the property was not registered as a CSFRA property prior to the filing of the Petitions, Respondent had registered the property with the Rent Stabilization Program on February 3, 2023, by the time of the hearing on March 10, 2023.

See Attachment 1 to this Written Decision for a list of the exhibits for the Hearing Officer, Petitioners-Tenants, and Respondent-Landlord. There were no objections to the admission of any of the documents submitted to the hearing officer.

V. ISSUES PRESENTED FOR EACH PETITION

- A.** What is Petitioner’s Base Rent under the CSFRA from which one calculates a rent increase?
- B.** Is Respondent permitted to raise the rent?
- C.** If so, was there a legal rent increase for Petitioner?
- D.** Was the rent raised more than once in a 12-month period?

VI. FINDINGS OF FACT SUPPORTING THIS DECISION

- 1. On April 1, 2021, Petitioner Lambert entered into a Lease with Cervantes, LLC for the property known as 880 Park Drive ■■■, Mountain View, California (“Unit ■■■”) to take possession of the property on April 1, 2021 and remain effective through March 31, 2022.
- 2. Petitioner Lambert’s stated rent in the Lease was \$1,750 per month plus utilities.
- 3. An “Addendum” provided a \$250 per month “rent credit” or concession for the initial 12 months so that Petitioner Lambert would pay \$1,500 per month in premises rent under the Lease.

4. The Lease also required that the Petitioner pay certain monthly utility costs to the Respondent which were billed through a ratio utility billing system ("RUBS") to Multifamily Utility Company via an online billing portal.
5. The City of Mountain View's rent stabilization law, the Community Stabilization and Fair Rent Act (CSFRA), was not mentioned in the Lease or Addenda and the City's required form notice, available online to landlords, was not attached.
6. As of the date of Petitioner Lambert's filing his Petition, Respondent had not registered this property known as 880 Park Drive, Mountain View, California with the Rent Stabilization Program for the City of Mountain View despite the City correspondence requesting Respondent to complete registration. Respondent has, however, paid the mandatory annual rental housing fees for the Program.
7. Respondent uses Multifamily Utility Company as the agent to divide the utilities costs among the tenants and the landlord each month pursuant to a RUBS formula.
8. Petitioner Lambert paid monthly rent of \$1,500 to Respondent starting April 2021 through March 2022, along with the utility charges.
9. In April 2022, Petitioner Lambert and Respondent agreed to rent of \$1,750 per month with a rent credit or concession of \$50 per month for six months (April 2022-September 2022), meaning Petitioner would pay \$1,700 per month for premises rent plus utilities for those months.
10. Petitioner Lambert paid Respondent \$1,700 plus utilities for the months of April 2022 through September 2022.
11. Respondent demanded full premises rent as stated in the Lease of \$1,750 plus utilities starting October 2022.
12. Petitioner Lambert paid Respondent \$1,750 plus utilities for the months of October 2022 through December 2022.
13. On or about November 30, 2022, Respondent served a rent increase notice raising the rent to \$1,835 effective January 1, 2023.
14. According to testimony, Petitioner Lambert paid Respondent \$1,835 plus utilities for the months of January 2023 through March 2023.
15. Respondent registered the property with the Rent Stabilization Program on February 3, 2023.

16. The Annual General Adjustment (AGA) for 2021 (applicable from September 1, 2021 through August 31, 2022) is 2%.

17. The Annual General Adjustment (AGA) for 2022 (applicable from September 1, 2022 through August 31, 2023) is 5%.

VII. LEGAL AUTHORITY

CSFRA Sec. 1710(d) and CSFRA Regs. Chapt. 4, Sect. (B) permit a tenant to file a petition for a downward adjustment of rent if a landlord demands or retains rent in excess of the lawful rents allowed by the CSFRA. The burden of proof in a Petition A: Unlawful Rent Petition is on the Petitioner-Tenant. *CSFRA Regs. Chapt. 5(G)(2)*.

Definition of Rent

“Rent” is defined in CSFRA Regs., Chapt. 2, Sec. (p) as “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.”

Definition of Base Rent related to Concessions

“Base Rent” for tenancies commencing post-October 19, 2015 is defined in CSFRA Regs. Chapt. 2, Sec. (b) as

“...the initial rental rate charged upon initial occupancy, provided that amount is not in violation of the Act or any provision of State law. The term ‘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.” Where rent concessions or credits are provided during the initial term of the tenancy, the Regulations clarify that Base Rent is determined as follows:

“(i) Rent Concession. 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. A ‘rent concession’ includes, but is not limited to, any of the following:

- One (1) or more months’ free Rent, except as specified in subparagraph (ii) below; or
- A dollar or percentage amount reduction of the Rent provided over the course of the initial term of the tenancy.

(ii) Exclusions. The following shall not be considered in the calculation of “Base Rent” for any Tenancy:

- First month’s free or discounted Rent, where the ‘first month’ refers to the first full month following the start date of the Rental Agreement. For instance, if the Rental Agreement begins on September 15, then the ‘first month’ would refer to the period from October 1 to October 31; or
- The Tenant’s withholding of or failure to pay Rent in violation of the Rental Agreement, the Act, or State law; or
- Any reduction in Rent imposed pursuant to the final Decision of a Hearing Officer or the Rental Housing Committee...

(iii) Initial Term of Tenancy. The ‘initial term of the tenancy’ refers to either the initial term as agreed upon by the Landlord and Tenant in the Rental Agreement, or if... longer than twelve (12) months, the initial term shall mean twelve (12) months.” *CSFRA Chapt. 2(b)(2)*.

The Regulations address the remedies available to tenants filing unlawful rent petitions based on rent concessions. The relevant portion of Chapt. 4(G)(6) is subsection (a) which states “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 the date of the filing of the Petition.”

Allowed Rent Increases

CSFRA Section 1707 describes the Rent Increase process, including how the AGA (Annual General Adjustment) is determined and applied. Subsection (b) states “[N]o more than one Rent increase per twelve-month period may be imposed on a Tenant.”

In addition, CSFRA Section 1707(f) prohibits a Landlord from imposing a Rent increase in certain enumerated circumstances. “Conditions Under Which Rent Increase Not Permitted. No Rent increase shall be effective if the Landlord:...(1) Has failed to substantially comply with all provisions of this Article and all rules and regulations promulgated by the Committee;...”

Substantial compliance is explained in CSFRA Chapt. 12 (B) and includes include paying the Rent Stabilization Program fees and registering the property with the Rent Stabilization Program. Therefore, annual registration of CSFRA covered properties is mandatory and considered a substantial compliance factor.

VIII. DISCUSSION

In this matter, the facts are not in controversy and are summarized above. The relevant facts are as follows:

1. Petitioner signed a Lease with Respondent in April 2021 which included an Addendum providing a monthly premises rent concession for twelve months.
2. The Lease included a premises rent amount plus Petitioner was obligated to pay monthly utilities billed through a third-party biller, Multifamily Utility Company.
3. The Lease did not include information and notices regarding the protections of the Rent Stabilization Program in Mountain View.
4. At the expiration of the Lease, Respondent attempted to collect additional premises rent, although not the full stated amount of the premises rent in the lease. Petitioner and Respondent negotiated a smaller monthly rent concession for a limited time.
5. Petitioner continued to pay the monthly utilities amounts billed to them through the Multifamily Utility Company portal through 2022 and continued paying these bills through the date of the hearing.
6. On or about November 30, 2022, Respondent served the Petitioner with a rent increase notice raising the premises rent effective January 1, 2023.

It is also undisputed that Respondent had failed to register this property with the City of Mountain View's Rent Stabilization Program until after this Petition was filed with the Program. He registered the property on February 3, 2023. Prior to the filing of the Petition, Respondent had paid the program fees to the City despite failing to register the Property..

- A. What is **Petitioner Lambert's** Base Rent? The base rent is calculated using the formula for concessions as follows: *Part 1 for premises rent*--The concession for the first full month of rent is exempt for calculating the Base Rent, so April 2021 rent is considered \$1,750.00, plus eleven months of rent at \$1,500.00 for May 2021 through March 2022. The calculation results in Base Premises Rent of \$1,520.83. *Part 2 for utilities*--the average utilities over the first 12 months paid to the RUBS biller is \$68.72. Therefore, the total monthly Base Rent including premises rent and utilities for Unit ■ is \$1,589.55.
- B. Is Respondent entitled to increase Petitioner's rent? The facts show that Respondent has failed to register this property for years. Petitioner's testimony and Lease show that Respondent further failed to notify his tenants at the

commencement of his tenancy that the CSFRA applied to their tenancies and that there were tenant protections in place for his benefit. Failure to register the property with the Rent Stabilization Program is substantial noncompliance under the law. Based on the CSFRA provision requiring substantial compliance with the program in order to apply a rent increase, the Respondent was not entitled to increase rents at this property, including Unit ■, Petitioner's unit, prior to the date of substantial compliance. *CSFRA Sect. 1707(f)(1)*.

Based upon Respondent's failure to substantially comply with the CSFRA, this decision need not analyze issues C and D. **Petitioner Lambert is entitled to a rent refund for excess rent paid from April 2022 to the present that exceeds the Base Rent within the meaning of the CSFRA.**

Although this decision need not analyze issues C and D, discussion of those issues is included to clarify the application of the CSFRA for the parties.

- C. If so, was there a legal rent increase for Petitioner? If the Respondent had properly registered the rental property and complied with all requirements under the CSFRA, he would have been eligible to raise rents as proscribed by the CSFRA once per twelve-month period in an amount not to exceed the AGA set by the Rental Housing Committee under the Regulations. As outlined in CSFRA Chapt. 12 (B) the landlord is required to rollback rents for all tenancies where an overpayment has occurred. This is again one of the factors for substantially complying with the CSFRA.

Based on the Lease and the CSFRA regulations, the first twelve-month period for Unit ■ started at the expiration of the initial Lease, April 1, 2022 and extended to March 31, 2023. The rent was effectively increased on April 1, 2022, October 1, 2022, and January 1, 2023. Respondent is permitted to increase rents once during this time period if the increase meets all the other requirements of the CSFRA. Assuming that the April 2022 increase was from a Base Rent of \$1,589.55 and rent was increased to \$1,700.00 plus \$70.67 for utilities, the total rent increase was \$181.11 or 11%.

The increase would not be proper and was unenforceable for several reasons. The increase was more than the allowable AGA, and the proper notices were not given to the Tenant.

1. Timing of the increases: Even if the April 2022 increase were proper, Respondent attempted to increase the premises rent several times within the period April 1, 2022 through March 31, 2023. This is not permitted by CSFRA Sect. 1707(b).

2. Calculations: Using the calculated monthly Base Rent of \$1,589.56, the Respondent would have been allowed to raise the rent after March 31, 2022 in the amount of the applicable AGA, which was 2.0% for rent increases from September 1, 2021 through August 31, 2022. Therefore, the allowable increase would have been 2% of \$1,589.56, or \$31.79, for a total allowable rent of **\$1,621.35 including premises rent and utility charges together**. Respondent's demand for rent in the amount of \$1,700.00 plus utilities of \$70.67 in April 2022 exceeded the permissible increase under CSFRA Section 1707(a).
 3. Compliance with notices. Respondent failed to include a CSFRA Required Information Sheet along with the initial lease, and rent increase notices dated April 2021, April 2022, October 2022, or November 2022 as required by the Regulations. *CSFRA Regs. Chapt. 7 § B(1)*. Although this is not a matter of substantial compliance with the CSFRA, Respondent-Landlord is urged to provide the Required Information Sheet to tenants at the start of tenancy and upon each rent increase.
- D. Was the rent raised more than once in a 12-month period? The Petitioner asserts that his rent was increased more than once within a 12-month period. It is understood that many landlords have drafted leases with concessions, discounts, incentives, rent credits, etc., and argued that the stated full rent will be charged at some point but is not equivalent to a rent increase. This argument is not in accordance with CSFRA Reg. Chapt. 2(b)(2)(i) and is therefore rejected. Respondent did not dispute that he attempted to increase rents multiple times on this Petitioner. However, the increases under the CSFRA were invalid for failure to comply with all requirements of a rent increase under the law. Requirements include a proper 30 days written service under state law. Even invalid attempts to increase rents constitute rent increases under the CSFRA for the analysis of whether rent was increased more than once per 12-month period. As such, the rent increases that follow the first attempt to increase rents violate the CSFRA's provisions limiting a landlord to one rent increase within a 12-month period.

IX. DECISION

Based on the above discussion applying the law to the facts of this matter, IT IS HEREBY ORDERED that:

1. The lawful monthly Base Rent for Petitioner Lambert's Unit ■ is \$1,589.55, including premises rent and utilities;

2. The current total legal monthly rent for Unit ■, including utilities paid to the Respondent, is \$1,589.55, because the rent has not been legally increased through the date of the hearing on this matter and no increase is allowed until Respondent complies with all requirements to raise the rent under the CSFRA and Regulations;
3. Respondent shall credit or pay to Petitioner Lambert the rent overpayments in the amount of \$2,434.29 which includes overpayments for April 2022 through December 2022 as well as any additional overpayments made for January through February 2023.
4. Petitioner's overpayments for March and April 2023 in excess of \$1,589.55 must be calculated and added to the total above to be refunded per this Decision. If Respondent elects to credit the tenant, he must notify the Petitioner-Tenant in writing within ten (10) days of the Decision becoming final (see Attachment 2). If Respondent elects to make a lump sum payment to Petitioner-Tenant, it must be made within thirty (30) days of this Decision becoming final;
5. If Petitioner Lambert ultimately vacates his rental unit prior to the date this credit has been applied in full, the Landlord/Respondent shall immediately pay the amount of the credit due to the tenant, to the Petitioner Lambert directly.
6. Respondent may properly notice an increase the combined premises rent and utilities for Unit ■ effective any time after compliance with this decision and in accordance with the CSFRA and Regulations, including substantial compliance as outlined in CSFRA Reg. Chapt. 12 Section (B).
7. If there is any dispute as to whether any Party in this matter is in compliance with this decision and the parties are unable to resolve the dispute between themselves, a Compliance hearing may be requested by any Party. Such a request should be submitted, in writing and in the format specified by the City, to City staff with a copy to all other Parties. CSFRA Reg. Chapt. 5 Section (J).

Dated: April 12, 2023

E. Alexandra DeLateur

E. Alexandra DeLateur,
Hearing Officer

ATTACHMENT 1 LIST OF DOCUMENTARY EVIDENCE

Hearing Officer Exhibits

1. Notice of Acceptance and Follow-up Information for Petition, served January 27, 2023, along with a Notice of Prehearing Meeting setting the Prehearing Conference for February 10, 2023 and Hearing for February 24, 2023
2. CSFRA Hearing Information Sheet, served January 27, 2023
3. CSFRA Follow Up Notice, served January 27, 2023
4. Order dated February 2, 2023 granting Respondent's request for a postponement of the hearing which also set a Prehearing Conference date on February 24, 2023 and a Hearing on March 10, 2023 with Notice of Order and proof of service
5. Order dated February 2, 2023, consolidating this Petition with petitions filed by Julien Lambert (Unit #■), and Nirvana Nwokidu (Unit #■) for hearing pursuant to Chapter 4, section J, and the CSFRA regulations with Notice of Order and proof of service
6. Hearing Officer Written Order and Summary of Prehearing Telephone Conference and Notice of Hearing dated February 24, 2023 with Notice of Order and proof of service
7. Statement from the City of Mountain View Rent Stabilization Program listing that Respondent Francisco Cervantes registered the property with the Rent Stabilization Program on February 3, 2023
8. Statement from the City of Mountain View regarding recent inspections of the property, concluding there were no significant building code violations

Petitioner Exhibits

1. Petition A for Unlawful Rent, submitted December 24, 2022
2. Workbook A, submitted December 24, 2022
3. Notice of Submission and Proof of Service, served December 27, 2022
4. Workbook A, amended
5. Lease, fully executed April 1, 2021
6. Evidence of utilities charges and payment from April 2021 through December 2022 and additional proof of utilities charges and payments for January through March 2023

7. Notice of Rent Increase, dated November 30, 2022
8. Petitioner's proof of rent payments to Respondent for April 2021 through December 2022 as well as proof of rent payments for January through March 2023
9. Correspondence between Petitioner and Respondent's agent, Andrea Vernerova, regarding the Lease, initial move-in, and rent payments

Respondent Exhibits

1. Landlord's Response to the Petition, dated March 3, 2023

**Attachment 2
Award Schedule**

880 Park Dr ■ - RHC Petition# C22230017

Hearing Officer Decision

Month/Year of Rent Payment	Actual Premises Rent Paid	Actual Utilities Paid	Total Lawful Rent	Payments in Excess by Petitioner
4/2021	\$ 1,400.00	\$ 67.73	\$ 1,750.00	-
5/2021	\$ 1,500.00	\$ 64.66	-	-
6/2021	\$ 1,500.00	\$ 68.89	-	-
7/2021	\$ 1,500.00	\$ 68.89	-	-
8/2021	\$ 1,500.00	\$ 69.29	-	-
9/2021	\$ 1,500.00	\$ 69.32	-	-
10/2021	\$ 1,500.00	\$ 72.55	-	-
11/2021	\$ 1,500.00	\$ 72.55	-	-
12/2021	\$ 1,500.00	\$ 59.82	-	-
1/2022	\$ 1,500.00	\$ 69.63	-	-
2/2022	\$ 1,500.00	\$ 70.67	-	-
3/2022	\$ 1,500.00	\$ 70.67	-	-
4/2022	\$ 1,700.00	\$ 73.91	\$ 1,589.55	\$ (184.36)
5/2022	\$ 1,700.00	\$ 73.91	\$ 1,589.55	\$ (184.36)
6/2022	\$ 1,700.00	\$ 73.91	\$ 1,589.55	\$ (184.36)
7/2022	\$ 1,700.00	\$ 73.91	\$ 1,589.55	\$ (184.36)
8/2022	\$ 1,700.00	\$ 71.98	\$ 1,589.55	\$ (182.43)
9/2022	\$ 1,700.00	\$ 72.00	\$ 1,589.55	\$ (182.45)
10/2022	\$ 1,750.00	\$ 72.64	\$ 1,589.55	\$ (233.09)
11/2022	\$ 1,750.00	\$ 72.64	\$ 1,589.55	\$ (233.09)
12/2022	\$ 1,750.00	\$ 70.68	\$ 1,589.55	\$ (231.13)
1/2023	\$ 1,835.00	\$ 71.40	\$ 1,589.55	\$ (316.85)
2/2023	\$ 1,835.00	\$ 72.36	\$ 1,589.55	\$ (317.81)
3/2023	\$ 1,835.00	TBD	\$ 1,589.55	TBD
4/2023	\$ 1,835.00	TBD	\$ 1,589.55	TBD
TOTAL				\$ (2,434.29)

Credit Schedule

Month/Year of Rent Payment	Monthly Rent Owed (Base Rent)	Rent Credited to Petitioner	Total Payment to be Paid by Petitioner
May 2023	\$ 1,589.55	\$ 1,589.55	\$ -
June 2023	\$ 1,589.55	\$ 844.74	\$ 744.81
			\$ -
TOTAL		\$ 2,434.29	

*Landlord must credit any overpayment by Petitioner for March 2023 and April 2023 rent (including utilities) toward future rent until refunded in full.