

APPEAL DECISIONS INDEX

Anniversary Date

The effective date of the last valid prior rent increase. Lister v. Linnane, T04-0073

Appeal

Failure of Hearing Officer to issue Hearing Decision within 60 days is not a ground for appeal. – Richter v. Want, T02-0093

When Board refers case back to staff for recalculations, remanded Hearing Decision cannot be appealed, since Board retains jurisdiction. – Williams v. Duncan, T03-0076

Failure of appellant to appear at appeal hearing leads to dismissal with leave to re-open upon showing of good cause for failure to appear. – Petersen v. Stafford, T04-0145

Appeal filed on the 21st day after mailing of Hearing Decision properly dismissed as untimely. – Hirt v. Ellington, T04-0260

Appeal Decision can not be overturned by the filing of a new petition. – Knight v. Rose Ventures, T04-0308

When appellant neither filed a response nor appeared at the hearing, she was not allowed to present evidence for the first time on appeal. – English v. Nero, T05-0292

Banking

Facts needed to calculate banked increases are: (1) The date of the start of tenancy or ten years before the effective date of the increase at issue, whichever is later; (2) the lawful base rent in effect on said date; (3) The lawful rent in effect immediately before the effective date of the current proposed rent increase; and (4) the date(s) and amount(s) of any intervening changes to the base rent between dates (1) and (3). This calculation applies in all banking cases, unless the tenant proves that the landlord did not have the right to take a rent increase in a particular year – by contract, waiver, or other reason. 98-02, Merlo v. Rose Ventures III (PRECEDENT DECISION)

Banking of Current CPI required when rent increase based on Capital Improvements – Dabit v. Beacon, 99-176 (PRECEDENT DECISION)

No banking of increases allowed during period that unit is not covered by Rent Ordinance because it is part of Section 8 Program. – Tengeri v. Allen Assoc., T00-0132

If landlord and tenant agree that tenant would make minor repairs in exchange for rent remaining the same, a future landlord is nonetheless allowed to increase the rent based on banking of all rent increases not taken by prior landlord. – Rhone v. Stephens Prop. Mgt., T00-0160

A proper rent increase based on banking that was accrued prior to the 10-year period, but imposed during the 10-year period, must be added to the base rent in the year in which the increase was imposed. – Schacher v. Henry, T07-0127

Boat Tenancies

Per the City Charter, the Port of Oakland, not the Rent Adjustment Program, has jurisdiction for regulation of rents in live-aboard boat slips in marinas within the Port District. – Corson v. Port of Oakland, T04-0199 (PRECEDENT DECISION)

California Law

The Rent Adjustment Program will enforce Civil Code Section 827, which requires either 30 or 60 days' written notice of a rent increase. – Ishikawa v. PMSI, T01-0095

Capital Improvements

Capital improvement expenses to provide substantially greater structural integrity to building as a whole can be allocated to all units, not just those units at or near the place where work was performed. – Frierson v. Grand Lake Terrace, T00-0268

Complete replacement of an item is not required to qualify as a capital improvement. Repair or replacement of only a portion of the item may be sufficient to qualify. – Wagner v. Black Oak Props., T06-0071

The Board approved a temporary rent reduction based upon overpayments after the 5-year period amortization period had expired. – Turner v. DeWolf Realty, T06-0086. Reduction in rent upon expiration of capital improvement pass-through is self-executing. – Mutz v. Dobbins, T06-0103

The term “benefit to the tenant” as used in the Regulations is objective, not subjective. – Bernhardt v. Gee Realty, T06-0093; Marquardt v. Regency Towers, T08-0387

Capital improvement costs that are reimbursed by insurance or other payments for which there is a legal obligation may not be a basis for a rent increase [Regulations 10.2.3(8)]. However, a gift or a loan is not a reimbursement within the meaning of the Regulation. – Schwinberg v. Odzak-Goppold, T08-0376

Qualified improvements may be aesthetic, as well as structural. – Marquardt v. Regency Towers, T08-0387

Certificate of Exemption

Before the year 2007, landlords could only claim exemption in response to a tenant petition. In this landlord petition claiming substantial rehabilitation, the landlord was unable to get complete documentation of expenses since the construction had taken place years before 2007. Under the particular facts of this case, the Board decided that the landlord's inability to obtain detailed evidence due to the passage of time since the construction ended should be considered in determining the sufficiency of the landlord's evidence of the cost of the rehabilitation project. – Bell v. Tenants, L07-0012

Costa-Hawkins

When a house and cottage are situated on the same lot, there must be sufficient evidence for a finding that the cottage is either used as a part of the main residence, in which case the unit may be exempt or rented as a separate unit, in which case the property is a covered duplex. – Whelan v. Berkowitz, L08-0012

Covered Unit

Units became "covered units" after project-based Section 8 subsidy contract was terminated and landlord continued charging the same tenants the portions of the rents that they had been paying out-of-pocket for more than one year. – Parces v. Howard, T06-0308

Current on the Rent

When a tenant both substantially keeps rent up to date, and reasonably believes that rent is up to date, the tenant is "current on the rent" and has standing to bring a petition. Tengeri v. Phillip, T03-0267

Tenant's failure to pay full rent because of reliance on a calculation error by Hearing Officer is excusable. – Jesus v. Rhoemer, T04-0129

For a tenant to be current on the rent, all rent owed must be paid, not just the current month's rent. – Wright v. Christian-Miller, T05-0130

Late charges are not part of the rent. If a tenant is otherwise current on the rent, the tenant petition will be heard. – Pivtorik v. Ma, T08-0294

Debt Service

Regulation 10.4 (Debt Service Costs) is intended to achieve a balance between limiting rent increases while encouraging investment by permitting some increase for

non-speculative purchases of rental property. – 4141 Piedmont Inv. LLC v. Ghantos, L07-0006

A landlord may recover no more than 95% of financing appropriate to a long-term, non-speculative strictly acquisition loan. The Board authorizes RAP staff to engage an expert to develop model(s) for appropriate financing, which model(s) will be used in other Debt Service Cases. Parties are not precluded from presenting their own experts and evidence. – 4141 Piedmont Inv. LLC v. Ghantos, L07-0006

Rent increase based upon Debt Service only allowed for debts secured by property that includes the rental unit which is the subject of the petition. – Elledge v. Munson & Hopkins, T04-0248 (PRECEDENT DECISION)

Unrepresentative alleged annual cost of providing housing services based upon a cash accounting method will not be accepted. – Valentine v. Crown Fortune Props., T05-0122

In determining the fair market value of a vacant unit, HUD's annual rent surveys should be considered. – Nairobi v. Nwamu, T06-0277

A landlord violation of a term in the Deed of Trust that he would live on the property does not prevent him from using the Deed of Trust to support his Debt Service claim. – Hidalgo v. Lee, T07-0103

Where there is a Deed of Trust against another property partially securing the subject loan, landlord is entitled only to the portion of the financing would have been loaned in the absence of the Deed of Trust on the non-subject property. Landlord has the burden of proving this fact. – Hayes v. Cox, T07-0162

In the absence of a supplemental tax bill, a property tax increase can be calculated using the Alameda County Tax Assessor's online supplemental tax calculator. – Hayes v. Cox, T07-0162

Interest only loans and short term loans are not *per se* disqualified from justifying a Debt Service increase. In this case, the interest rate was within market range for a standard loan, and the increase granted was limited to the term of the loan. – Generalao v. Treadway, T07-0210

Debt Service calculation should be done using the financial information at the time the building was purchased. – Cohen v. Walker, T07-0327 (PRECEDENT DECISION)

The Regulations do not preclude an owner from distributing the total amount of the allowed Debt Service increase over more than one year. – Cohen v. Walker, T07-0327 (PRECEDENT DECISION)

Decreased Housing Services

Board approved measuring the value of decreased housing services by usefulness to tenant, rather than reduced cost to landlord. 98-02, Merlo v. Rose Ventures III (PRECEDENT DECISION)

Claim of decreased housing services must state sufficient allegations to put landlord on notice of what is being claimed. – Dorche v. Key, T02-0139

If alleged breach of covenant of quiet enjoyment is beyond the control of landlord, there is no decrease in housing services. – Aswad v. Fields, T03-0027

If a tenant is aware of an alleged problem with the unit at the time of move-in, there is no decrease in housing services for that problem unless it is a habitability violation. – Sardelich v. Vernon Apts., T03-0045

A temporary interruption of electric service reasonably necessary for maintenance of building is not a decrease in housing services. – Sardelich v. Vernon Apts., T03-0045

A parking space was not in the original rental agreement. Subsequent use of parking space was found to be a temporary accommodation, not a housing service. Denial of continued use of parking space was not a decrease in housing services. – Smith v. Fong, T03-0331

No claim for decreased housing services is allowed for a service that was not expressed or implied in original agreement. – Wright v. Cooper, T04-0100

Worn carpet that poses a tripping hazard is a decreased housing service. – Girma v. Goldstone Mgt., T05-0218

Tenant's denying landlord's entry to make repairs does not prevent determination of decreased housing services because State law (Civil Code Section 1954) allows landlord to enter without tenant's consent to make necessary repairs. – Hobbs v. Bernstein, T05-0245

New owner stands in the shoes of former owner, and is subject to claims of decreased housing services that occurred under the prior ownership. – McGhee v. Carraway-Brown, T05-0220 (PRECEDENT DECISION); Gibson v. Cornwell, T06-0239

Mold resulting from a roof leak may be a decreased housing service. – Barrios v. Goldstein, T06-0031

Claims for decreased housing services may be waived by a Settlement Agreement and Release in connection with an Unlawful Detainer action. – Nairobi v. Nwamu, T06-0131

A tenant's failure to cooperate with landlord in effecting repairs may excuse landlord's failure to repair. Service of a notice pursuant to Civil Code Section 1954 is not a prerequisite for a finding that the tenant did not cooperate with the landlord. *Morales v. Anderson*, T06-0352

Emotional distress is not a decrease in housing services. – *Chang v. Brown*, T07-0025

If a tenant has received the RAP Notice, (s)he must file a petition claiming decreased housing services not noticed by the landlord, often for substandard conditions, within 60 days after next receiving a notice of rent increase. – *Brenner v. Tesfa*, T08-0249

Dormitories

Single family houses or duplexes for school faculty are not dormitories. – *Clegg v. Mills College*, T00-0114

Employee or Tenant?

Landlord has burden of proving by a preponderance of the evidence that occupancy is related to employment and not a tenancy. – *Katsapov v. Prana Investments*, T06-0353

English Language Required

Documents must be submitted in English. A proof of Service filled out in Cantonese is invalid. – *Tam v. Ngo*, T05-0241

Evidence

Admission by the petitioner in a prior petition can be used as evidence in current case. *Rax v. Marlinton Corp.*, T02-0162

An unauthenticated letter is not “the sort of evidence responsible persons” would accept as proof in “serious affairs,” as required by Regulation 8.22.110(E)(4) and Government Code Section 11513. *Wilson v. Cortes Ponce*, T04-0076

Per Regulations 8.22.110.E.4, which incorporates Government Code Section 11513, uncorroborated hearsay is insufficient to support a finding of fact. – *Crockett v. Grant*, T06-0232

A landlord must provide evidence beyond testimony and summaries prepared in anticipation of the hearing. – *Ullman v. Breen*, T04-0158 (PRECEDENT DECISION)

Exemptions

“Dormitories” are exempt from the Rent Ordinance. Single family houses or duplexes for the use of school faculty are not dormitories. – Clegg v. Mills College, T00-0114

Non-profit educational institutions renting property for residential purposes are not *per se* exempt from the Rent Ordinance. Clegg v. Mills College, T00-0114

The issue of exemption is jurisdictional and can be raised at any time. – Parfait v. Miller, T01-0178

One unit in a building can be exempt as new construction while another unit in the same building may be a “covered unit.” – Wright v. Morris, T02-0037

Parties can not create or destroy an exemption by agreement. – Wood v. Collins, T04-0380

A unit is not exempt from the Rent Ordinance as a “commercial tenancy” if the unit is used as a residence with the knowledge and acquiescence of the landlord, regardless of the language of a written rental agreement. – Garsson v. Collins, T04-0163

Failure to Appear

When a landlord and attorney appear at hearing for first group of petitioners, but not at later hearing for second group, it was found credible that they may not have received notice of the second hearing. – Lawson v. Grand Lake Terrace, T00-0322

Failure of appellant to appear at an appeal hearing leads to dismissal with leave to re-open upon showing of good cause for failure to appear. – Petersen v. Stafford, T04-0145

General stress over family in a natural disaster area is not good cause for failure to appear at a hearing. – Mangi v. Goldstone Mgt., T05-0218

Landlord did not appear at hearing based on mistaken belief that tenant would dismiss the case. However, there was no writing in this regard, and landlord received nothing from the RAP cancelling the hearing. Under these circumstances, granting tenant petition in landlord’s absence was not a denial of landlord opportunity to be heard. Helmatoler v. Jonsson, T05-0252

Where petitioner received Notice of Hearing but did not understand that appearance was required – and thought that Rent Program would resolve the issue without her – the petition was properly dismissed. – Sellers v. Ashley, T06-0079

Failure to File Response

Landlord's claimed illness was not adequate excuse for landlord's agent not responding to tenant petition. – Colbert v. Ngow, T00-0361

Landlord failure to file a response is not excused by tenant's notice to landlord that she would vacate unit within 30 days. – Ken v. Seville Real Estate, T02-0367

Party who does not file a timely response is precluded from introducing evidence at hearing, but is permitted to cross-examine opposing party and present a closing argument. – Santiago v. Vega, T02-0404

Proof of Service of notice of petition filing & notice of hearing which shows mailing address where landlord receives rent is deemed to be good service absent evidence to overcome the legal presumption that landlord received these documents (citing Evidence Code Section 641). – Miranda v. Davenport, T04-0049

Landlord's failure to file a response constituted a waiver of his objection to the timeliness of the petition. – Nemzer v. Cody, T06-0140

Board rejected landlord's argument that he did not completely understand the papers that he received because they were in English. – Xue v. Mah, T07-0157

Board rejected landlord's argument that her failure to file a response was due to confusion about the procedure because there had been prior cases involving herself and the tenant. – English v. Nero, T08-0077

Filing Requirements

Reliance on incorrect advice from a RAP employee is not a proper excuse for failure to comply with the filing requirements of the Rent Ordinance. – Diamond v. Rose Ventures III, T00-0302

When a petition is not timely filed, dismissal is proper, regardless of landlord's violation of Rent Ordinance. – Small v. G & L Props., T02-0241

Board affirmed dismissal of a petition that was not filed within the required 60-day time limit despite tenant's claim that he had been in China when rent increase notice was served and in the following 60 days. – Xu v. Regency Tower Apts., T04-0291

Distraction over relatives displaced by a natural disaster did not justify late filing of petition. – Daniels v. Fruitvale Gardens, T06-0038

There was good cause for late filing of tenant petition when decrease in housing services was ongoing and where RAP Notice was not given in same language used in

negotiating terms of tenancy, as required by Civil Code Section 1632(b)(3). – Soriano v. Western Mgt. Props., T06-0154

Even if RAP Notice has been given in the past, if it is not provided together with notice of rent increase a tenant may file a petition challenging the rent increase within 60 days after (s)he next receives the RAP Notice. However, under such circumstances, restitution is limited to 60 days before petition is filed. – Befort v. Cederborg, T03-0239 (PRECEDENT DECISION)

If a tenant has received the RAP Notice, (s)he must file a petition claiming decreased housing services not noticed by the landlord, often for substandard conditions, within 60 days after next receiving a notice of rent increase. – Brenner v. Tesfa, T08-0249

Hearing

A party who does not file a timely response is precluded from introducing evidence at hearing, but is permitted to cross-examine opposing party and present a closing argument. – Santiago v. Vega, T02-0404

Relief granted can exceed relief requested in petition, but only when based on findings of fact and conclusions of law justifying such excess relief. – Harre v. Lapham Co., T01-0260 (PRECEDENT DECISION)

Housing Service Costs

Housing service costs used to justify a rent increase need not directly benefit the unit affected by increase. – Petersen v. Stafford, T03-0431

Increased Housing Service Costs

Unrepresentative housing cost figures based upon a cash accounting method will not be accepted. – Valentine v. Crown Fortune Props., T05-0122

New Construction

A unit in a building that was built prior to 1983 but that was newly created out of space not previously used for housing is exempt as New Construction. – Castellanos v. Geer, T01-0107

One unit in a building can be exempt as new construction while another unit in the same building may be a “covered unit.” – Wright v. Morris, T02-0037

A Certificate of Occupancy, or its functional equivalent, is needed for exemption as New Construction. – Garsson v. Collins, T04-0163

A “finalized” building permit is the practical equivalent of a Certificate of Occupancy when clerical oversight or earthquake loss explained the lack of a Certificate of Occupancy. – Peacock v. Vulcan Props., T05-0110

For a New Construction exemption, landlord must either present a Certificate of Occupancy or a showing of good cause for failure to obtain a Certificate of Occupancy. Tuakoi v. Dawkins, T08-0023

New Owner

New owner stands in the shoes of former owner, and is subject to claims of decreased housing services that occurred under the prior ownership. – McGhee v. Carraway-Brown, T05-0220 (PRECEDENT DECISION)

Non-Profit Entities

Non-profit educational institutions renting property for residential purposes are not *per se* exempt from the Rent Ordinance. Clegg v. Mills College, T00-0114

Notice of Hearing

When a landlord and attorney appear at hearing for first group of petitioners, but not at later hearing for second group, it was found credible that they may not have received notice of the second hearing. – Lawson v. Grand Lake Terrace, T00-0322

Proof of Service of notice of petition filing which shows mailing to the address where landlord receives rent is deemed good service absent evidence to overcome presumption that landlord received the mailing (Evidence Code Section 641). – Miranda v. Davenport, T04-0049

Notice of Rent Increase

The Rent Adjustment Program will enforce Civil Code Section 827, which requires either 30 or 60 days’ written notice of a rent increase.– Ishikawa v. PMSI, T01-0095

Owner-occupied 3 or Fewer Units

A homeowner’s tax exemption on another property is sufficient to defeat a claim of exemption for owner-occupied 3 or fewer units. – Houston v. Goodwin, T05-0061

Parking Space

“Rent” includes housing services provided with the unit, such as parking, even when separately charged. Increase of a separate fee for housing services is a rent increase. – Millar v. Sycamore Investments, T01-0376

When parking space was not in the original rental agreement, and subsequent use of parking space was found a temporary accommodation, denial of continued use of parking space was not a decrease in housing services. – Smith v. Fong, T03-0331

Petitions

Admission by petitioner in a prior petition can be used as evidence in the current case. – Rax v. Marlinton Corp., T02-0162

In order to have standing to file a petition, a person must be a tenant in a covered unit when the petition was filed. If the tenancy had been terminated by a Superior Court judgment before the petition was filed, dismissal of the petition is proper. – O’Hara v. Sansui, T06-0284

If the Superior Court has determined that a tenant has no right to possession of a unit after a certain date, the tenant lacks standing to file a petition after that date. Jackson v. Guiton, T07-0261 (PRECEDENT DECISION)

Proof of Service

Proof of Service of notice of petition filing & notice of hearing which shows the mailing address where the landlord receives rent is deemed good service absent evidence to overcome the presumption that landlord received these documents (citing Evidence Code Section 641). – Miranda v. Davenport, T04-0049

RAP Notice

If a landlord fails to serve RAP Notice at start of tenancy, rent can not be increased until 6 months after the RAP Notice is first served on the tenant. – Brown v. Rudman, 97-11 (PRECEDENT DECISION)

If landlord failed to serve RAP Notice, a landlord response which might otherwise justify a rent increase can not be considered. – Witt v. Ma, T02-0287

Even if RAP Notice has been given in the past, if it is not provided together with the notice of rent increase a tenant may file a petition challenging the rent increase within 60 days after (s)he next receives the RAP Notice. However, under such circumstances, restitution is limited to 60 days before petition is filed. – Befort v. Cederborg, T03-0239 (PRECEDENT DECISION)

If a landlord has never given the RAP Notice, past rent increases are invalid and the tenant is entitled to restitution for overpayments (subject to a 3-year limit). – Chaney-Williams v. Lau, T05-0080; Barajas v. Chu, T06-0051

Landlord has burden of proving by a preponderance of the evidence that the tenant received the RAP Notice. – Thompson v. Peper, T05-0317

Rent

“Rent” includes payment for housing services provided with the unit, such as parking, even when separately charged. Increase of a separate fee is a rent increase. – Millar v. Sycamore Investments, T01-0376

When a tenant both substantially keeps rent up to date, and reasonably believes that rent is up to date, the tenant is “current on the rent” and has standing to bring a petition. Tengeri v. Phillip, T03-0267

Tenant’s failure to pay full rent because of reliance on a calculation error by Hearing Officer is good cause to allow tenant to file a petition. – Jesus v. Rhoemer, T04-0129

“Base Rent” is “the monthly rental rate before the latest proposed rent increase” (Regulations Appendix 2.1). If rent is reduced – and absent proof that the parties intended to reset the rent only temporarily – a future rent increase is based upon the reduced (i.e. base) rent. – Wilson v. Yoon, T09-0016

Rent Increase

An increase in “annual billing” pursuant to a lease provision is a rent increase. Garsson v. Collins, T04-0163

A rent increase may be effective at any time on or after the Anniversary Date. Waller v. Haight St. Partnership, T06-0234

Rent Adjustment Ordinance

The Rent Adjustment Ordinance takes precedence over an agreement between parties that would violate the Ordinance. – Rhone v. Stephens Prop. Mgt., T00-0160; Wood v. Collins, T04-0380

Rent Adjustment Program

Reliance on incorrect advice from a RAP employee is not a proper excuse for failure to comply with the filing requirements of the Rent Ordinance. – Diamond v. Rose Ventures III, T00-0302

Proof of Service of notice of petition filing which shows mailing to the address where landlord receives rent is deemed good service absent evidence to overcome the legal presumption that landlord received the mailing (Evidence Code Section 641). Miranda v. Davenport, T04-0049

Rent Increase

Increase of a separate fee such as parking is a rent increase. – Millar v. Sycamore Investments, T01-0376

Demand for back rent is not a rent increase. – Farnsworth v. Rose Ventures, T02-0066

The Rent Adjustment Ordinance does not authorize a rent increase for increased housing services. MacCurdy v. DeMartini, T03-0082

A letter reinstating a rent increase that was previously rescinded is not a rent increase for purposes of the prohibition against multiple increases in 12-month period. Vickory v. Crown Fortune Props., T04-0032

A rent increase based upon Banking will not be allowed if the response did not state Banking as a justification. – Andrew v. Maxwell, T06-0270

Repairs

Tenant's denying landlord's entry to make repairs does not prevent determination of decreased housing services because State law (Civil Code Section 1954) allows landlord to enter without tenant's consent to make necessary repairs. – Hobbs v. Bernstein, T05-0245

A tenant's failure to cooperate with landlord in effecting repairs may excuse landlord's failure to repair. Service of a notice pursuant to Civil Code Section 1954 is not a prerequisite for a finding that the tenant did not cooperate with the landlord. Morales v. Anderson, T06-0352

Response to Petition

Landlord's claimed illness was not an adequate excuse for landlord's agent failure to respond to the tenant petition. – Colbert v. Ngow, T00-0361

Landlord's failure to file a response is not excused by tenant's notice to landlord that (s)he would vacate unit w/in 30 days. – Ken v. Seville Real Estate, T02-0367

A party who does not file a timely response is precluded from introducing evidence at the hearing, but is permitted to cross-examine the opposing party and present a closing argument. – Santiago v. Vega, T02-0404

Restitution

A new owner stands in the shoes of former owner, and is subject to claims of decreased housing services that occurred under the prior ownership. – McGhee v. Carraway-Brown, T05-0220 (PRECEDENT DECISION)

Substantial Rehabilitation

Before the year 2007, landlords could only claim exemption in response to a tenant petition. In this landlord petition claiming substantial rehabilitation, the landlord was unable to get complete documentation of expenses since the construction had taken place years before 2007. Under the particular facts of this case, the Board decided that the landlord's inability to obtain detailed evidence due to the passage of time since the construction ended should be considered in determining the sufficiency of the landlord's evidence of the cost of the rehabilitation project. – Bell v. Tenants, L07-0012

To establish an exemption for substantial rehabilitation, landlord must provide evidence beyond testimony and summaries prepared in anticipation of the hearing. Ullman v. Breen, T04-0158 (PRECEDENT DECISION)

Tenancy

A resident is not a tenant with standing to file a petition until the resident pays rent to landlord and landlord receives rent from tenant. – Brown v. Bell, T02-0205

Board affirmed the decision of the Hearing Officer, who found that the tenant created a new tenancy, despite the absence of a written agreement, when tenant paid rent, and rent was accepted, for 20 months. – Huynh v. Ly, T07-0133

If the Superior Court has determined that a tenant has no right to possession of a unit after a certain date, the tenant lacks standing to file a petition after that date. Jackson v. Guiton, T07-0261 (PRECEDENT DECISION)

Utility Charges

Splitting of water bill among tenants in different units is a violation of Regulations Appendix 10.1.10, and water charges may not be passed on to the tenants. Degaud v. Bomberger, T08-0281