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Attorney for Appellants
Kenneth W K and Frances W S Watt

PLANNING & ECONOMIC
DEVELOPMENT DEPARTMENT

APR 21 2016

CITY OF SANTA ROSA
Santa Rosa, CA

BEFORE THE BOARD OF APPEALS OF THE CITY OF SANTA ROSA

Appeal of

CASE NO.: CE16-0122

**KENNETH W K and FRANCES W S
WATT,**

Appellants.

**APPEAL OF NOTICE AND ORDER -
NOTICE TO VACATE THE PREMISES
AT 2605 RANGE AVENUE,
APARTMENT 80, SANTA ROSA,
CALIFORNIA**

KENNETH W K and FRANCES W S WATT appeal the City of Santa Rosa's Notice and Order - Notice to Vacate the premises located at 2605 Range Avenue, Apartment 80, Santa Rosa, California, dated April 4, 2016, and served on April 6, 2016. The Notice and Order states that the City inspected on February 26, 2016.

I

OWNERSHIP

KENNETH W K WATT and FRANCES W S WATT are the owners of 2605 Range Avenue, Apartment 80, Santa Rosa, California.

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II

ORDER/ACTION PROTESTED AND MATERIAL FACTS

KENNETH and FRANCES WATT agree to comply with portion of the City's Order to make repairs. However, they appeal from the portion of the City's Order requiring them to pay relocation benefits in an amount equal to two times the monthly rent in addition to the return of the tenant's security deposit.

The premises consist of a two bedroom one bath apartment. The tenant, Vilma Doyle, signed a Month to Month Lease Agreement and moved into the premises on approximately December 1, 2012. Her Lease Agreement provides that the premises are to be occupied by one adult and three minors. The Lease Agreement includes a requirement that no additional residents may occupy the unit without the prior written approval of the owner. Further, no guests are to stay at the dwelling unit for more than one week without the prior written permission of owner. In violation of the Lease, Ms. Doyle has moved in additional unauthorized occupants. She was never given permission to move additional unauthorized individuals into the unit and was told they had to move out. Ms. Doyle was served with a Sixty Day Notice Terminating Tenancy on February 13, 2016.

An inspection of the unit was done in 2014 by the manager. Management also made repairs in 2015. The conditions noted by the Code Enforcement Officer on February 26, 2016, were not present in 2014 and 2015.

Ms. Doyle never reported any mold or water damage until after she was served with the Sixty Day Notice Terminating Tenancy on February 26, 2016.

After receipt of the Sixty Day Notice, Ms. Doyle complained about mold and the manger inspected the unit. The manager's inspection revealed that Ms. Doyle and the occupants failed to wipe condensation from the windows. Drying condensation on windows and walls is a normal part of tenant housekeeping and is the tenant's responsibility. Ms. Doyle's failure to wipe condensation from the windows led to a buildup of dirt, mold and water damage on the windows, in the window tracks, on the windowsills and on the drywall around the windows. Further, it was

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1 clear that the windows had been left open during rain events which allowed rain to enter into the
2 unit causing water damage and deterioration around the windows.

3 The manager's inspection also revealed that the tenants were using a swiffer mop on the
4 engineered flooring. Swiffer mops are dripping wet and the saturated mops cause water intrusion
5 along the edges of engineered flooring.

6 7 III

8 RELIEF SOUGHT AND REASONS FOR REVERSAL

9 Appellants request that the City reverse its determination that the tenant is eligible for
10 relocation benefits. (Notice and Order at pp. 4-5)

11 Vilma Doyle and other occupants substantially contributed to the conditions giving rise to
12 the Order to temporarily vacate the premises by failing to perform normal housekeeping and by
13 failing to report water intrusion and mold growth. Ms. Doyle is not eligible for relocation
14 benefits pursuant to Health and Safety Code section 17975.4(a).

15 **"No relocation benefits pursuant to this article shall be payable**
16 **to any tenant who has caused or substantially contributed to**
17 **the condition giving rise to the order to vacate, as determined by**
18 **the local enforcement agency, nor shall any relocation benefits be**
19 **payable to a tenant if any guest or invitee of the tenant has caused**
20 **or substantially contributed to the condition giving rise to the order**
21 **to vacate, as determined by the local enforcement agency. The**
22 **local enforcement agency shall make the determination whether a**
23 **tenant, tenant's guest, or invitee caused or substantially contributed**
24 **to the condition, giving rise to the order to vacate at the same time**
25 **that the order to vacate the tenants is made." (Health and Safety**
26 **Code §17975.4.(a).) (*Emphasis added.*)**

27 **"An owner or designated agent shall not be liable for relocation**
28 **benefits if the local enforcement agency determines that the unit or**
29 **structure became unsafe or hazardous as the result of a fire, flood,**
30 **earthquake, or other event beyond the control of the owner or**
31 **the designated agent and the owner or designated agent did not**
32 **cause or contribute to the condition." (Health and Safety Code**
33 **§17975.4.(b).) (*Emphasis added.*)**

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1 Ms. Doyle failed to clean the windows and wipe down the windows and windowsills in
2 violation of California Law.

3 “(a) No duty on the part of the landlord to repair a dilapidation
4 shall arise under Section 1941 or 1942 if the tenant is in substantial
5 violation of any of the following affirmative obligations, provided
6 the tenant’s violation contributes substantially to the existence of
7 the dilapidation or interferes substantially with the landlord’s
8 obligation under Section 1941 to effect the necessary repairs:”

9 “(1) To keep that part of the premises which he occupies and uses
10 clean and sanitary as the condition of the premises permits.” (Civ.
11 Code §1941.2(a)(1).)

12 In addition, Ms. Doyle failed to report the mold and moisture conditions until after she
13 was served with a Sixty Day Notice Terminating Tenancy.

14 Tenants are legally required to give notice to their landlord of the presence of mold.

15 “(a) An obligation shall not arise under Section 1941 or 1942 to
16 repair a dilapidation relating to the presence of mold pursuant to
17 paragraph (13) of subdivision (a) of Section 17920.3 of the Health
18 and Safety Code until the lessor has notice of the dilapidation or if
19 the tenant is in violation of Section 1941.2.” (Civ. Code
20 §1941.7(a).)

21 Further, Ms. Doyle signed a Mold and Mildew Addendum to her Lease Agreement on
22 November 20, 2012. (The Addendum is attached hereto as Exhibit “A.”) She agreed to
23 **promptly notify management** of any leaks, moisture problems, mold or mildew growth,
24 immediately report to management any water intrusion, and report to management any significant
25 mold or mildew growth inside the dwelling unit. She also agreed to keep the interior of the unit
26 clean, maintain the unit in a manner so as to prevent the occurrence of mold or mildew, close all
27 windows to prevent outdoor water from entering during rain events, and clean and dry any visible
28 moisture on windows, walls and other surfaces including personal property. By signing the
Addendum, Ms. Doyle acknowledged that she was responsible for keeping the unit clean and free
of mold and mildew.

Ms. Doyle’s failure to report the development of moisture and mold on windows and
walls as well as her failure to simply wipe the windows and close them during rain events is a
clear breach of her written Lease Agreement. She was notified in writing of steps she could take

1 to prevent the occurrence of mold and mildew and she failed to take those steps. Her failure to
2 report the resulting development of mold and water damage resulted in damage to the unit.

3 Further, the amount of mold, discoloration and water damage was minor. Mold that is
4 minor and found on surfaces that can accumulate moisture as part of their properly functioning
5 and intended use, such as bathroom showers, windows and windowsills, cannot be declared
6 substandard.

7 "Any building or portion thereof including any dwelling unit,
8 guestroom or suite of rooms, or the premises on which the same is
9 located, in which there exists any of the following listed conditions
10 to an extent that endangers the life, limb, health, property, safety,
or welfare of the public or the occupants thereof shall be deemed
and hereby is declared to be a substandard building:..."

11 "(a)(13) Visible mold growth, as determined by a health officer or
12 code enforcement officer, as defined in Section 829.5 of the Penal
13 Code, excluding the presence of mold that is minor and found
on surfaces that can accumulate moisture as part of their
properly functioning and intended use." (Health & Safety Code
§17920.3) (*Emphasis added.*)

14 The Microbial Inspection Report prepared by Pacific IAQ dated March 4, 2016, notes
15 Eric Keith's conclusion that the water damage and microbial growth within the window openings
16 and around the openings appeared to be the result of condensation on the aluminum window
17 frames and/or water intrusion through the window frames/flashing. (Report at sec. 6.)
18 Condensation can form on single pane windows, sills, and surrounding drywall as part of the
19 normally functioning and intended use of the windows. Therefore, the mold and water damage
20 around the windows cannot be declared substandard.

21 In addition, there is nothing to support the City's conclusion that mold/moisture in the
22 bedrooms and living room was a danger to the safety and health of any occupants. It is clear
23 from the Report prepared by Pacific IAQ that the mold around the windows and on walls was
24 minor in scope and could be washed off the surfaces with the accepted solution of bleach and
25 water. It was the tenant's failure to report the mold and discoloration that led to increased
26 damage to the building materials. (Appellants note that they agree to make repairs as
27 recommended by Pacific IAQ.)

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1 Further, there is nothing to indicate that other than observing visible mold, the condition
2 was so dangerous that the tenants had to be relocated and should be provided with relocation
3 benefits when, in fact, the tenancy had previously been terminated by serving a Sixty Day Notice.
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5 IV

6 CONCLUSION

7 Relocation benefits are not authorized by the Health and Safety Code or the Civil Code in
8 this case because the tenant substantially contributed to the conditions that led to the Notice and
9 Order to Vacate, failed to report the existence of the mold and moisture on walls and around
10 windows, failed to wipe condensation off the single pane windows and failed to close windows
11 during rain events. The amount of mold was minor and did not constitute a danger to the health
12 or safety of the tenant or occupants.


13 The purpose of relocation benefits under the Health and Safety Code is to provide funds
14 to locate new housing for tenants who cannot reside safely in their home. Relocation benefits are
15 not designed to punish a landlord who has no notice of mold or moisture intrusion.

16 Relocation benefits are not designed to give a tenant a windfall and reward for failing to
17 timely report water intrusion and mold growth or who fails to perform routine housekeeping by
18 wiping condensation and moisture off windows and walls. The tenant in this case should not be
19 awarded two months rent in relocation benefits.

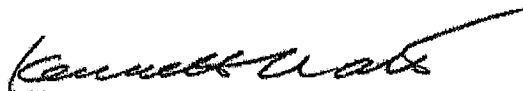
20 Dated: April 21, 2016

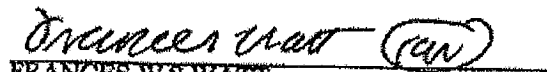
21 LAW OFFICES OF LINDA A. RYAN

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23 By

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LINDA A. RYAN, ESQ.
Attorney for Appellants
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KENNETH WK WATT
Appellant
VIA E-MAIL

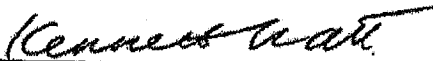

FRANCES WS WATT
Appellant
VIA E-MAIL

1 VERIFICATION

2 I, KENNETH W K WATT, declare:

3 I am the appellant in the above-entitled action. I have read the foregoing Appeal of
4 Notice and Order - Notice to Vacate the Premises at 2605 Range Avenue, Apartment 80, Santa
5 Rosa, California and know the contents thereof; the same is true of my own knowledge, except as
6 to those matters which are therein stated upon my information or belief, and as to those matters, I
7 believe them to be true. I declare under penalty of perjury under the laws of the State of
8 California that the foregoing is true and correct.

9 Executed on April 21, 2016, at Santa Rosa, California.

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12 KENNETH W K WATT
13 Appellant
14 VIA E-MAIL
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Village Square Apartments

Addendum B To Lease Agreement (Mold and Mildew)

The Management of Village Square Apartments has inspected the dwelling unit prior to the commencement of the Lease Agreement and knows of no damp or wet conditions and knows of no mold or mildew. Resident is hereby notified that mold or mildew, however, can grow if the dwelling unit is not properly maintained or ventilated. If moisture is allowed to accumulate in the dwelling unit, it can cause mildew and mold to grow. It is important that Residents allow air to circulate in the apartment to help avoid this condition. It is also important that Residents keep the interior of the unit clean and promptly notify the Management of any leaks, moisture problems, mold or mildew growth.

Residents agree to maintain the dwelling unit in a manner so as to prevent the occurrence of mold or mildew in the dwelling unit. Resident agrees to:

1. Keep the dwelling unit free of dirt and debris.
2. Immediately report to the Management Office any water intrusion, such as plumbing leaks, drips or sweating pipes.
3. Notify Management of overflows from bathrooms or kitchen especially where such overflow may have permeated walls or cabinets.
4. Report to Management any significant mold or mildew growth inside the dwelling unit.
5. Use bathroom fans while and immediately after showering or bathing and to report any non-working fan.
6. Use exhaust fans while cooking, dishwashing or cleaning.
7. Use reasonable care during inclement weather such as closing all windows and other openings in the dwelling unit to prevent outdoor water from entering the dwelling unit.
8. Clean and dry any visible moisture on windows, walls and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours).
9. Notify Management of any problems with the air conditioning or heating systems.
10. RESIDENTS ACKNOWLEDGE THAT THE REPORTING OF SUCH CONDITIONS TO MANAGEMENT DOES NOT RELIEVE RESIDENTS FROM RESPONSIBILITY FOR KEEPING THE DWELLING UNIT CLEAN AND FREE OF MOLD AND MILDEW.
11. Pay for the remediation of any mold caused by Residents negligence or failure to comply with this Addendum thereto.
12. Indemnify and hold harmless Village Square Apartments, its Owners, Agents and Management Staff from any actions, claims, losses, damages, and expenses, including, but not limited to, attorney's fees, that Village Square Apartments, its Owners, Agents and Management Staff may sustain or incur as a result of the negligence of the Residents or any guest or other person living in, occupying, or using the dwelling unit, or as a result of the Residents failure to comply with this Addendum.
13. WHEREVER NOTICE IS REQUIRED HEREIN, IT SHALL BE IN WRITING AND DELIVERED IN PERSON TO THE MANAGER IN THE ON-SITE MANAGEMENT OFFICE.

Village Square Apartments

By: Y.M. Maitha

Title

Date

Resident

Date

EXHIBIT A

Resident

Date

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PROOF OF SERVICE

I, Tiffany Avila, declare:

I am a citizen of the United States and a resident of the County of Sonoma, State of California. I am over the age of eighteen years and not a party to the within above-entitled action; my business address is 182 Farmers Lanes St. 101, Santa Rosa, CA 95405. On the date given I served the following:

1. Appeal of Notice and Order - Notice to Vacate the Premises at 2605 Range Avenue, Apartment 80, Santa Rosa, California

on all the interested parties in said action as follows:

Joshua Katz, Esq.
700 College Avenue
Santa Rosa, CA 95404
Attorney for Tenant Vilma Doyle

X BY FIRST CLASS MAIL (C.C.P. §§1005;1013a, et seq.):

I caused a true copy of said document(s) to be deposited in a U.S. mail box in a sealed envelope with postage thereon fully prepaid in the City of Santa Rosa, State of California, after the close of the day's business.

BY FACSIMILE (C.C.P. §§1005(b);1012.5 et seq.):

I caused said document(s) to be telecopied to each addressee's facsimile number.

BY FEDERAL EXPRESS NEXT DAY DELIVERY (C.C.P. §§1005(b),1013 (c)(d), et seq.):

I caused said document(s) to be deposited with an express service carrier in a sealed envelope designated by the carrier as an express mail envelope, with fees and postage pre-paid and reasonably calculated to ensure delivery to the addressee not later than the close of the next business day.

BY HAND DELIVERY/PERSONAL SERVICE (C.C.P. §§1005;1011, et seq.):

I caused said document(s) to be personally delivered to each addressee.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: April 21, 2016


TIFFANY AVILA

BOBRA HEARING

APRIL 26, 2017

2605 RANGE AVENUE, #80

DOCUMENTS

Introduction.....	Page 1
Staff Report.....	Page 1
Notice and Order, Notice to Vacate – Dated April 4, 2016	Page 2-14
Notice of Violation – Dated February 29, 2016.....	Page 15-16
Microbial Inspection Report	Page 17-37
Photos – Site Inspection February 26, 2016	Page 38-49

BOBRA HEARING INTRODUCTION

HEARING DATED: APRIL 26, 2017

Gentlemen,

My name is Cecilia Sevilla. I have been employed by the City of Santa Rosa as a Code Enforcement Officer/ Building Inspector for 2 years. I am a Certified Building Inspector through ICC, the International Code Council and a Certified Code Enforcement Officer through the California Association of Code Enforcement Officers as required per my employment.

I am the Code Enforcement Officer of record regarding File # CE16-0122. I responded to a complaint to the City regarding substandard conditions.

The facts of the case are as follows:

Code Enforcement completed an inspection of the premises on February 26, 2016. This was in response to a complaint received regarding mold in the unit. At the time of inspection, mold was noted in the bedroom and living room walls and windows. Softening of window sills and water pooling was noted at the windows as well as articles covered with mold spores.

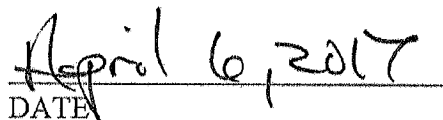
A Notice of Violation on February 29, 2016 was mailed to the owner of the property requesting mold testing as per the City of Santa Rosa's mold policy. On April 4, 2016, a Notice and Order to Vacate was posted on the rental unit subsequent to the results of the mold report received by Pacific IAQ and the work needed to be completed in the unit that would require containment of living quarters per this mold report.

BUILDING AND CODE ENFORCEMENT RECOMMENDATION:

Code Enforcement recommends that the Notice and Order be upheld.


CECILIA SEVILLA

CODE ENFORCEMENT OFFICER
(707) 543-3184


DATE



**NOTICE AND ORDER
NOTICE TO VACATE**

**2605 RANGE AVE #80
SANTA ROSA, CA**

April 4, 2016

CERTIFIED MAIL, Return Receipt Requested

Kenneth W K and Frances W S Watt

NOTICE AND ORDER LEGAL PROPERTY DESCRIPTION: DOC. NO. 60782

LEGAL OWNER OF RECORD: Kenneth W K and Frances W S Watt

LEGAL ADDRESS:

ASSESSOR PARCEL NUMBER: 148-120-043

**CITY ZONING DESIGNATION: PD-
0166**

CASE NO: CE16-0122

CODE OFFICER: CCS

The City of Santa Rosa desires your cooperation and prompt resolution of housing concerns. In accordance with applicable State and local codes, the Deputy Code Official has caused the property indicated above to be inspected and has found the building (and premises) to be substandard.

A description of substandard conditions and required actions are listed below:

1. Mold/moisture in bedrooms and living room.

The dwelling unit at **2605 Range Ave #80** was inspected by Code Enforcement Officer, Cecilia Sevilla on February 26, 2016. At that time it was observed that there are substandard living conditions. Based on the inspection, occupancy represents a danger to the safety and health of any occupants.

California Health and Safety Code 17920.3

Any building or portion thereof including any dwelling unit, guestroom or suite of rooms, or the premises on which the same is located, in which there exists any of the following listed

100 Santa Rosa Avenue, Room 3 • Santa Rosa, California 95404

Phone: (707) 543-3198 • Fax: (707) 543-4135

www.srclty.org

conditions to an extent that endangers the life, limb, health, property, safety, or welfare of the public or the occupants thereof shall be deemed and hereby is declared to be a substandard building:

(a) Inadequate sanitation shall include, but not be limited to, the following:

- (1) Lack of, or improper water closet, lavatory, or bathtub or shower in a dwelling unit.
- (2) Lack of, or improper water closets, lavatories, and bathtubs or showers per number of guests in a hotel.
- (3) Lack of, or improper kitchen sink.
- (4) Lack of hot and cold running water to plumbing fixtures in a hotel.
- (5) Lack of hot and cold running water to plumbing fixtures in a dwelling unit.
- (6) Lack of adequate heating.
- (7) Lack of, or improper operation of required ventilating equipment.
- (8) Lack of minimum amounts of natural light and ventilation required by this code.
- (9) Room and space dimensions less than required by this code.
- (10) Lack of required electrical lighting.
- (11) Dampness of habitable rooms.
- (12) Infestation of insects, vermin, or rodents as determined by the health officer.
- (13) General dilapidation or improper maintenance.
- (14) Lack of connection to required sewage disposal system.
- (15) Lack of adequate garbage and rubbish storage and removal facilities as determined by the health officer.

(b) Structural hazards shall include, but not be limited to, the following:

- (1) Deteriorated or inadequate foundations.
- (2) Defective or deteriorated flooring or floor supports.
- (3) Flooring or floor supports of insufficient size to carry imposed loads with safety.
- (4) Members of walls, partitions, or other vertical supports that split, lean, list, or buckle due to defective material or deterioration.
- (5) Members of walls, partitions, or other vertical supports that are of insufficient size to carry imposed loads with safety.
- (6) Members of ceilings, roofs, ceilings and roof supports, or other horizontal members which sag, split, or buckle due to defective material or deterioration.
- (7) Members of ceiling, roofs, ceiling and roof supports, or other horizontal members that are of insufficient size to carry imposed loads with safety.
- (8) Fireplaces or chimneys which list, bulge, or settle due to defective material or deterioration.
- (9) Fireplaces or chimneys which are of insufficient size or strength to carry imposed loads with safety.

(c) Any nuisance.

(d) All wiring, except that which conformed with all applicable laws in effect at the time of installation if it is currently in good and safe condition and working properly.

(e) All plumbing, except plumbing that conformed with all applicable laws in effect at the time of installation and has been maintained in good condition, or that may not have conformed with all applicable laws in effect at the time of installation but is currently in good and safe condition and working properly, and that is free of cross connections and siphonage between fixtures.

(f) All mechanical equipment, including vents, except equipment that conformed with all applicable laws in effect at the time of installation and that has been maintained in good and

safe condition, or that may not have conformed with all applicable laws in effect at the time of installation but is currently in good and safe condition and working properly.

- (g) Faulty weather protection, which shall include, but not be limited to, the following:
- (1) Deteriorated, crumbling, or loose plaster.
 - (2) Deteriorated or ineffective waterproofing of exterior walls, roof, foundations, or floors, including broken windows or doors.
 - (3) Defective or lack of weather protection for exterior wall coverings, including lack of paint, or weathering due to lack of paint or other approved protective covering.
 - (4) Broken, rotted, split, or buckled exterior wall coverings or roof coverings.
- (h) Any building or portion thereof, device, apparatus, equipment, combustible waste, or vegetation that, in the opinion of the chief of the fire department or his deputy, is in such a condition as to cause a fire or explosion or provide a ready fuel to augment the spread and intensity of fire or explosion arising from any cause.
- (i) All materials of construction, except those which are specifically allowed or approved by this code, and which have been adequately maintained in good and safe condition.
- (j) Those premises on which an accumulation of weeds, vegetation, junk, dead organic matter, debris, garbage, offal, rodent harborages, stagnant water, combustible materials, and similar materials or conditions constitute fire, health, or safety hazards.
- (k) Any building or portion thereof that is determined to be an unsafe building due to inadequate maintenance, in accordance with the latest edition of the Uniform Building Code.
- (l) All buildings or portions thereof not provided with adequate exit facilities as required by this code, except those buildings or portions thereof whose exit facilities conformed with all applicable laws at the time of their construction and that have been adequately maintained and increased in relation to any increase in occupant load, alteration or addition, or any change in occupancy. When an unsafe condition exists through lack of, or improper location of, exits, additional exits may be required to be installed.
- (m) All buildings or portions thereof that are not provided with the fire-resistive construction or fire-extinguishing systems or equipment required by this code, except those buildings or portions thereof that conformed with all applicable laws at the time of their construction and whose fire-resistive integrity and fire-extinguishing systems or equipment have been adequately maintained and improved in relation to any increase in occupant load, alteration or addition, or any change in occupancy.
- (n) All buildings or portions thereof occupied for living, sleeping, cooking, or dining purposes that were not designed or intended to be used for those occupancies.
- (o) Inadequate structural resistance to horizontal forces. "Substandard building" includes a building not in compliance with Section 13143.2. However, a condition that would require displacement of sound walls or ceilings to meet height, length, or width requirements for ceilings, rooms, and dwelling units shall not by itself be considered sufficient existence of dangerous conditions making a building a substandard building, unless the building was constructed, altered, or converted in violation of those requirements in effect at the time of construction, alteration, or conversion.

Santa Rosa City Code Section 18-20.108 Unsafe Structures and Equipment

Santa Rosa City Code Section 18-20.108.1.3 provides that "if the structure is unfit for human occupancy whenever the Code Official finds that such structure is unsafe, unlawful or because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation illumination, sanitary or heating

facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public."

Accordingly, you are directed to vacate the dwelling at 2605 Range Avenue #80 immediately, and to keep it vacated until the necessary repairs have been completed.

Subsequent violations of this Notice and Order are subject to prosecution under Santa Rosa City Code Section 18-20.106.3. **PROSECUTION OF VIOLATION. Any person failing to comply with a Notice of Violation or Order shall be deemed guilty of a misdemeanor.**

Building or portions thereof which are determined to be **substandard** by definition are thereby declared to be a **public nuisance**.

California Health and Safety Code 17995

Any person who violates any of the provisions of this part, the building standards published in the State Building Standards Code relating to the provision of this part, or any other rule or regulation promulgated pursuant to the provisions of this part is guilty of a misdemeanor, punishable by a fine not exceeding one thousand dollars (\$1,000) or by imprisonment not exceeding six months, or by both such fine and imprisonment.

Permits must be secured and work physically commenced for the items listed above within fifteen (15) days of the date of this notice. Work must be completed within forty five (45) days of this order. If compliance is not had with the order within the time specified therein, and no written appeal made within fifteen (15) days from the date of service of such Notice and Order, the NOTICE AND ORDER will be recorded with a certificate describing the property and certifying (i) that the building is a substandard building and (ii) that the owner has been so notified pursuant to Section 18-20.107.1-3 of Santa Rosa City Code (hereinafter SRCC). If, after any order of the Building Official, or Board of Building Regulations Appeals made pursuant to this code has become final, the person to whom such order is directed shall fail, neglect or refuse to obey the Notice and Order, such person may be prosecuted under SRCC 18-20.106.3 or any appropriate action may be taken to abate such building as a public nuisance. Any such person who fails to comply with any such order is guilty of a misdemeanor. Failure to commence work within the specified days allowed by the Notice and Order may result in the Building Official causing the building to be repaired to the extent necessary to correct the conditions which render the building substandard. Cost incurred for abatement will be placed as a lien against the property.

Pursuant to the provisions of Health and Safety Code Section 17980(d), and in accordance with Sections 17274 and 24436.5 of the Revenue and Taxation code, a tax deduction may not be allowed for the interest, taxes, depreciation, or amortization paid or incurred in the taxable year in which the notice is given.

Pursuant to the provisions of Health and Safety Code Section 17975 et. seq.:

17975. Any tenant who is displaced or subject to displacement for a residential rental unit as a result of an order to vacate or an order requiring the vacation of a residential unit by a local enforcement agency as a result of a violation so extensive and of such a nature that the immediate health and safety of the residents is endangered, shall be entitled to receive relocation

benefits from the owner as specified in this article. The local enforcement agency shall determine the eligibility of tenants for benefits pursuant to this article. Code Enforcement staff has determined that the tenant is eligible.

17975.1. (a) The relocation benefits required by this article shall be paid by the owner or designated agent to the tenant within ten (10) days after the date that the order to vacate is first mailed to the owner and posted on the premises, or at least twenty (20) days prior to the vacation date set forth in the order to vacate, whichever occurs later. (b) If there are fewer than ten (10) days between the first posting and mailing of the order to vacate and the vacation date, the relocation benefits shall be paid by the owner or designated agent to the tenant within twenty-four (24) hours after the notice is posted and mailed. The local enforcement agency shall attempt to provide telephonic or written notice to the owner to notify the owner that the benefits are payable immediately. Failure to provide the notice as specified in this section shall not relieve the owner of any obligations imposed by this article. (c) If a tenant is entitled to relocation benefits pursuant to Section 17975, the local enforcement agency shall provide either telephonic or written notice to the tenant of his or her entitlement to the benefits. Written notice may be satisfied by posting a written notice on the premises stating that tenants may be entitled to relocation benefits.

17975.2. The relocation payment shall be made available by the owner or designated agent to the tenant in each residential unit and shall be a sum equal to two months of the established fair market rent for the area as determined by the Department of Housing and Urban Development pursuant to Section 1437f of Title 42 of the United States Code. In addition, the relocation payment shall include an amount, as determined by the local enforcement agency, sufficient for utility service deposits. The relocation benefits shall be paid by the owner or designated agent in addition to the return, as required by law, of any security deposits held by the owner. The relocation benefits shall be payable on a per residential unit basis.

17975.3. (a) Any owner or designated agent who does not make timely payment as specified in Section 17975.1 shall be liable to the tenant for an amount equal to one and one-half times the relocation benefits payable pursuant to Section 17975.2. (b) Subdivision (a) shall not apply when relocation benefits are payable fewer than ten (10) days after the date the order to vacate is first mailed and posted on the premises, if the owner or designated agent makes the payment no later than ten (10) days after the order is first mailed and posted.

17975.4. (a) No relocation benefits pursuant to this article shall be payable to any tenant who has caused or substantially contributed to the condition giving rise to the order to vacate, as determined by the local enforcement agency, nor shall any relocation benefits be payable to a tenant if any guest or invitee of the tenant has caused or substantially contributed to the condition giving rise to the order to vacate, as determined by the local enforcement agency. The local enforcement agency shall make the determination whether a tenant, tenant's guest, or invitee caused or substantially contributed to the condition, giving rise to the order to vacate at the same time that the order to vacate the tenants is made. (b) An owner or designated agent shall not be liable for relocation benefits if the local enforcement agency determines that the unit or structure became unsafe or hazardous as the result of a fire, flood, earthquake, or other event beyond the control of the owner or the designated agent and the owner or designated agent did not cause or contribute to the condition. (c) In the situations described in subdivisions (a) and (b), the tenants of units within a multiunit structure who did not cause or substantially contribute to the

uninhabitable condition shall be eligible for relocation benefits from the local enforcement agency that elects at its discretion to pay relocation payments in accordance with Section 17975.2 to those tenants.

The enforcement agency, tenant, or tenant association or organization may seek and the court may order, the appointment of a receiver for the substandard building pursuant to this subdivision. In its petition to the court, the enforcement agency, tenant, or tenant association or organization shall include proof that notice of the petition was served not less than three days prior to filing the petition, pursuant to Article 3 (commencing with Section 415.10) of Chapter 4 of Title 5 of Part 2 of the Code of Civil Procedure, to all persons with a recorded interest in the real property upon which the substandard building exists.

- (1) In appointing a receiver, the court shall consider whether the owner has been afforded a reasonable opportunity to correct the conditions cited in the notice of violation.
- (2) The court shall not appoint any person as a receiver unless the person has demonstrated to the court his or her capacity and expertise to develop and supervise a viable financial and construction plan for the satisfactory rehabilitation of the building. A court may appoint as a receiver a nonprofit organization or community development corporation. In addition to the duties and powers that may be granted pursuant to this section, the nonprofit organization or community development corporation may also apply for grants to assist in the rehabilitation of the building.
- (3) If a receiver is appointed, the owner and his or her agent of the substandard building shall be enjoined from collecting rents from the tenants, interfering with the receiver in the operation of the substandard building, and encumbering or transferring the substandard building or real property upon which the building is situated.
- (4) Any receiver appointed pursuant to this section shall have all of the following powers and duties in the order of priority listed in this paragraph, unless the court otherwise permits:
 - (A) To take full and complete control of the substandard property.
 - (B) To manage the substandard building and pay expenses of the operation of the substandard building and real property upon which the building is located, including taxes, insurance, utilities, general maintenance, and debt secured by an interest in the real property.
 - (C) To secure a cost estimate and construction plan from a licensed contractor for the repairs necessary to correct the conditions cited in the notice of violation.
 - (D) To enter into contracts and employ a licensed contractor as necessary to correct the conditions cited in the notice of violation.
 - (E) To collect all rents and income from the substandard building.
 - (F) To use all rents and income from the substandard building to pay for the cost of rehabilitation and repairs determined by the court as necessary to correct the conditions cited in the notice of violation.
 - (G) To borrow funds to pay for repairs necessary to correct the conditions cited in the notice of violation and to borrow funds to pay for any relocation benefits authorized by paragraph (6) and, with court approval,

- secure that debt and any moneys owed to the receiver for services performed pursuant to this section with a lien on the real property upon which the substandard building is located. The lien shall be recorded in the county recorder's office in the county within which the building is located.
- (H) To exercise the powers granted to receivers under Section 568 of the Code of Civil Procedure.
- (5) The receiver shall be entitled to the same fees, commissions, and necessary expenses as receivers in actions to foreclose mortgages.
- (6) If the conditions of the premises or the repair or rehabilitation thereof significantly affect the safe and sanitary use of the substandard building by any tenant, to the extent that the tenant cannot safely reside in his or her unit, then the receiver shall provide relocation benefits in accordance with subparagraph (A) of paragraph (3) of subdivision (d).
- (7) The relocation compensation provided for in this section shall not preempt any local ordinance that provides for greater relocation assistance.
- (8) In addition to any reporting required by the court, the receiver shall prepare monthly reports to the state or local enforcement agency which shall contain information on at least the following items:
- (A) The total amount of rent payments received.
- (B) Nature and amount of contracts negotiated relative to the operation or repair of the property.
- (C) Payments made toward the repair of the premises.
- (D) Progress of necessary repairs.
- (E) Other payments made relative to the operation of the building.
- (F) Amount of tenant relocation benefits paid.
- (9) The receiver shall be discharged when the conditions cited in the notice of violation have been remedied in accordance with the court order or judgment and a complete accounting of all costs and repairs has been delivered to the court. Upon removal of the condition, the owner, the mortgagee, or any lienor of record may apply for the discharge of all moneys not used by the receiver for removal of the condition and all other costs authorized by this section.
- (10) After discharging the receiver, the court may retain jurisdiction for a time period not to exceed 18 consecutive months, and require the owner and the enforcement agency responsible for enforcing Section 17980 to report to the court in accordance with a schedule determined by the court.
- (11) The prevailing party in an action pursuant to this section shall be entitled to reasonable attorney's fees and court costs as may be fixed by the court.
- (12) The county recorder may charge and collect fees for the recording of all notices and other documents required by this section pursuant to Article 5 (commencing with Section 27360) of Chapter 6 of Division 2 of Title 3 of the Government Code.
- (13) Nothing in this section shall be construed to limit those rights available to tenants and owners under any other provision of the law.
- (14) Nothing in this section shall be construed to deprive an owner of a substandard building of all procedural due process rights guaranteed by the California Constitution and the United States Constitution, including, but not limited to, receipt of notice of the violation claimed and an adequate and reasonable period

of time to comply with any orders which are issued by the enforcement agency or the court.

If the court finds that a building is in a condition which substantially endangers the health and safety of residents pursuant to Section 17980.6, upon the entry of any order or judgment, the court shall do all of the following:

- (1) Order the owner to pay all reasonable and actual costs of the enforcement agency including, but not limited to, inspection costs, investigation costs, enforcement costs, attorney fees or costs, and all costs of prosecution.
- (2) Order that the local enforcement agency shall provide the tenant with notice of the court order or judgment.
- (3) (A) Order that if the owner undertakes repairs or rehabilitation as a result of being cited for a notice under this chapter, and if the conditions of the premises or the repair or rehabilitation thereof significantly affect the safe and sanitary use of the premises by any lawful tenant, so that the tenant cannot safely reside in the premises, then the owner shall provide or pay relocation benefits to each lawful tenant. These benefits shall consist of actual reasonable moving and storage costs and relocation compensation. The actual moving and storage costs shall consist of all of the following:
 - (i) Transportation of the tenant's personal property to the new location. The new location shall be in close proximity to the substandard premises, except where relocation to a new location beyond a close proximity is determined by the court to be justified.
 - (ii) Packing, crating, unpacking, and uncrating the tenant's personal property.
 - (iii) Insurance of the tenant's property while in transit.
 - (iv) The reasonable replacement value of property lost, stolen, or damaged (not through the fault or negligence of the displaced person, his or her agent or employee) in the process of moving, where insurance covering the loss, theft, or damage is not reasonably available.
 - (v) The cost of disconnecting, dismantling, removing, reassembling, reconnecting, and reinstalling machinery, equipment, or other personal property of the tenant, including connection charges imposed by utility companies for starting utility service.
- (B) (i) The relocation compensation shall be an amount equal to the differential between the contract rent and the fair market rental value determined by the federal Department of Housing and Urban Development for a unit of comparable size within the area for the period that the unit is being repaired, not to exceed 120 days.
- (ii) If the court finds that a tenant has been substantially responsible for causing or substantially contributing to the substandard conditions, then the relocation benefits of this section shall not be paid to this tenant. Each other tenant on the premises who has been ordered to relocate due to the substandard conditions and who is not substantially responsible for causing or contributing to the conditions shall be paid these benefits and moving costs at the time that he or she actually relocates.

- (4) Determine the date when the tenant is to relocate, and order the tenant to notify the enforcement agency and the owner of the address of the premises to which he or she has relocated within five days after the relocation.
- (5) (A) Order that the owner shall offer the first right to occupancy of the premises to each tenant who received benefits pursuant to subparagraph (A) of paragraph (3), before letting the unit for rent to a third party. The owner's offer on the first right to occupancy to the tenant shall be in writing, and sent by first-class certified mail to the address given by the tenant at the time of relocation. If the owner has not been provided the tenant's address by the tenant as prescribed by this section, the owner shall not be required to provide notice under this section or offer the tenant the right to return to occupancy.
- (B) The tenant shall notify the owner in writing that he or she will occupy the unit. The notice shall be sent by first-class certified mail no later than 10 days after the notice has been mailed by the owner.
- (6) Order that failure to comply with any abatement order under this chapter shall be punishable by civil contempt, penalties under Chapter 6 (commencing with Section 17995), and any other penalties and fines as are available.
- (e) The initiation of a proceeding or entry of a judgment pursuant to this section or Section 17980.6 shall be deemed to be a "proceeding" or "judgment" as provided by paragraph (4) or (5) of subdivision (a) of Section 1942.5 of the Civil Code.
- (f) The term "owner," for the purposes of this section, shall include the owner, including any public entity that owns residential real property, at the time of the initial notice or order and any successor in interest who had actual or constructive knowledge of the notice, order, or prosecution.
- (g) These remedies shall be in addition to those provided by any other law.
- (h) Nothing in this section or in Section 17980.6 shall impair the rights of an owner exercising his or her rights established pursuant to Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 of the Government Code.

Additionally, pursuant to **Civil Code 1942.5**.

- (a) If the lessor retaliates against the lessee because of the exercise by the lessee of his rights under this chapter or because of his complaint to an appropriate agency as to tenantability of a dwelling, and if the lessee of a dwelling is not in default as to the payment of his rent, the lessor may not recover possession of a dwelling in any action or proceeding, cause the lessee to quit involuntarily, increase the rent, or decrease any services within 180 days of any of the following:
 - (1) After the date upon which the lessee, in good faith, has given notice pursuant to Section 1942, or has made an oral complaint to the lessor regarding tenantability.
 - (2) After the date upon which the lessee, in good faith, has filed a written complaint, or an oral complaint which is registered or otherwise recorded in writing, with an appropriate agency, of which the lessor has notice, for the purpose of obtaining correction of a condition relating to tenantability.
 - (3) After the date of an inspection or issuance of a citation, resulting from a complaint described in paragraph (2) of which the lessor did not have notice.
 - (4) After the filing of appropriate documents commencing a judicial or arbitration proceeding involving the issue of tenantability.

- (5) After entry of judgment or the signing of an arbitration award, if any, when in the judicial proceeding or arbitration the issue of tenantability is determined adversely to the lessor. In each instance, the 180-day period shall run from the latest applicable date referred to in paragraphs (1) to (5), inclusive.
- (b) A lessee may not invoke subdivision (a) more than once in any 12-month period.
- (c) It is unlawful for a lessor to increase rent, decrease services, cause a lessee to quit involuntarily, bring an action to recover possession, or threaten to do any of those acts, for the purpose of retaliating against the lessee because he or she has lawfully organized or participated in a lessees' association or an organization advocating lessees' rights or has lawfully and peaceably exercised any rights under the law. In an action brought by or against the lessee pursuant to this subdivision, the lessee shall bear the burden of producing evidence that the lessor's conduct was, in fact, retaliatory.
- (d) Nothing in this section shall be construed as limiting in any way the exercise by the lessor of his or her rights under any lease or agreement or any law pertaining to the hiring of property or his or her right to do any of the acts described in subdivision (a) or (c) for any lawful cause. Any waiver by a lessee of his or her rights under this section is void as contrary to public policy.
- (e) Notwithstanding subdivisions (a) to (d), inclusive, a lessor may recover possession of a dwelling and do any of the other acts described in subdivision (a) within the period or periods prescribed therein, or within subdivision (c), if the notice of termination, rent increase, or other act, and any pleading or statement of issues in an arbitration, if any, states the ground upon which the lessor, in good faith, seeks to recover possession, increase rent, or do any of the other acts described in subdivision (a) or (c). If the statement is controverted, the lessor shall establish its truth at the trial or other hearing.
- (f) Any lessor or agent of a lessor who violates this section shall be liable to the lessee in a civil action for all of the following:
- (1) The actual damages sustained by the lessee.
- (2) Punitive damages in an amount of not less than one hundred dollars (\$100) nor more than two thousand dollars (\$2,000) for each retaliatory act where the lessor or agent has been guilty of fraud, oppression, or malice with respect to that act.
- (g) In any action brought for damages for retaliatory eviction, the court shall award reasonable attorney's fees to the prevailing party if either party requests attorney's fees upon the initiation of the action.
- (h) The remedies provided by this section shall be in addition to any other remedies provided by statutory or decisional law.

Any person(s) having any record title or legal interest in the property and structures at 2605 Range Ave #80 may appeal this Notice and Order to the Board of Building and Regulation Appeals. The appeal must be in writing as provided in this code, and must be filed with the Deputy Code Official, and the current appeal fee, within fifteen (15) days from the date of service of such Notice and Order. Failure to appeal constitutes a waiver of all right to an administrative hearing and determination of the matter.

You must file your appeal by mail or, by delivery to:

City of Santa Rosa
Housing and Community Services
Deputy Code Official: David Gouin
100 Santa Rosa Avenue, Room #3
Santa Rosa, CA 95404

Your cooperation would be greatly appreciated. Please call me at (707) 543-3316, or the building inspector, Mike Reynolds, at (707) 543-3462, if you would like an appointment to discuss this matter.



David Gouin – Deputy Code Official/Director
Housing and Community Services

4.6.16

Date

Enc: 2012 International Property Maintenance Code Section 111 – Means of Appeal

This is an important notice. Please have it translated.
Este é um aviso importante. Queira manda-lo traduzir.
Este es un aviso importante. Sirvase mandarlo traducir.
Ceci est important. Veuillez faire traduire.

这是一个重要通知。请把它被翻译。

Dieses ist eine wichtige Nachricht. Haben Sie es bitte übersetzt.
Αυτό είναι μια σημαντική ειδοποίηση. Παρακαλώ τον μεταφράζει.

Ciò è un avviso importante. Prego traducala.

이것은 중요 고지사항이다. 그것을 번역하십시오.

これは重要な通知である。それを翻訳しなさい。

Это важное извещение. Пожалуйста имейте его переведено.
Dit is een belangrijk bericht. Gelieve te hebben vertaald het.

2012 International Property Maintenance Code

SECTION 111 MEANS OF APPEAL

18-20.111 International Property Maintenance Code Section 111 and subsections are amended to read as follows:

Section 111 "The Board of Building Regulation Appeals established in Section 18-04.050 of the Santa Rosa City Code, shall hear and determine any appeal arising from an action or determination made by the Building Official relative to the application and interpretation of this code. Section 18-04.060 of the City Code shall apply to the Board's determination. An appeal shall be filed, if at all, in accordance with the requirements and within the time period set forth in Section 18-04.065 of the Santa Rosa City Code."

18-04.065 Form of appeal - Filing

(A) Any affected person may appeal from any notice, order, or any action of the Building Official under this code by filing at the office of the Building Official a written appeal containing:

- (1) A heading in the words: "Before the Board of Appeals of the City of Santa Rosa";
- (2) A caption reading: "Appeal of," giving the names of the appellants participating in the appeal;
- (3) A brief statement setting forth the legal interest of each of the appellants in the building or the land involved in the notice and order;
- (4) A brief statement in ordinary and concise language of the specific order or action protested, together with any material facts claimed to support the contentions of the appellant;
- (5) A brief statement in ordinary and concise language of the relief sought, and the reasons why it is claimed the protested order or action should be reversed, modified, or otherwise set aside;
- (6) The signatures of all parties named as appellants, and their official mailing addresses;
- (7) The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.

(B) The appeal shall be filed within 15 days from the date the notice of the decision or action of the Building Official was mailed or delivered, whichever is earlier, to the person to whom the decision or action is addressed. (Ord. 2302 § 3 (part), 1983: prior code § 6.110.055)

(C) There is a filing fee for an appeal to the Board of Building Appeals per the current City of Santa Rosa Building Fee Schedule. Filing Fee is due at time of application submittal.

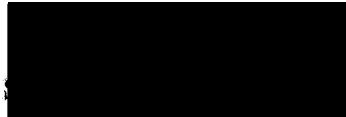
CERTIFICATE OF SERVICE

I am employed in the County of Sonoma, State of California. I am over the age of 18 years and not a party to the within action. My business address is City Hall, 100 Santa Rosa Avenue, Santa Rosa, California.

On April 6, 2016, I served the attached:

NOTICE AND ORDER TO VACATE

For



On the following parties to this action by placing a true copy therein in a sealed envelope, addressed as follows:

[X] (BY CERTIFIED MAIL) I placed each such sealed envelope, with postage thereon fully prepaid for first-class mail, for collection and mailing at Santa Rosa, California, following ordinary business practices. I am readily familiar with the practice of the Santa Rosa Building and Code Compliance Division for processing correspondence, said practice being that in the ordinary course of business, correspondence is deposited in the United States Postal Service the same day as it is placed for processing.

[X] (BY PERSONAL SERVICE) I caused each such envelope to be delivered by hand to the addressee(s) noted above.

[X] (BY ELECTRONIC MAIL) I caused the said document(s) to be transmitted via electronic mail to the electronic mail of: ryanlawoffices@comcast.net. The transmission was reported as complete and without error, and a copy of the sent electronic mail is attached thereto.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on April 6, 2016, Santa Rosa, California.

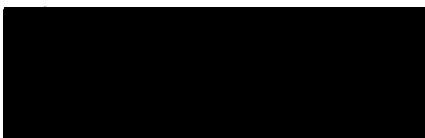
CECILIA SEVILLA
(Cecilia Sevilla)

[Signature]
(Signature)



February 29, 2016

Kenneth W K & Frances WS Watt



NOTICE OF VIOLATION AT: 2605 RANGE AVENUE, #80, SANTA ROSA

APN: 148-120-043

ZONE: PD-0166

FILE NO. CE16-0122

An inspection of your property at 2605 Range Avenue, #80 on February 26, 2016 revealed the following violations of the Santa Rosa City Code (SRCC):

1. California Health and Safety Code Section 17920.3.11 and 17920.3.13. Mold, moisture at bedroom carpeting and at bedroom and living room windows.
2. SRCC Section 18-20-305.3. Chipping/peeling/ flaking paint and loose plaster around windows and window sills.
3. SRCC Section 18-20-305.1. The carpet padding is ripped and shows signs of water damage/staining.
4. SRCC Section 18-20-304.6. Dry rot at foundation vent below bedroom window.
5. SRCC Section 18-20-304.5. Missing foundation vents throughout exterior of the building.
6. SRCC Section 18-16-105.1. Reroof without the required permits.
7. SRCC Section 18-16-105.1. Reroof without required inspections.

In order to clear the violations on this property you must correct the aforementioned and obtain all required approvals, permits, and inspections and accomplish the following **within fourteen (14) days of the date of this letter;**

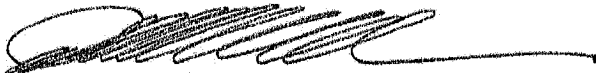
1. Provide a report for testing for mold from a certified assessment specialist within 14 days of this letter. The specialist must be certified by the American Council for Accredited Certification (ACAC) or another national, non-profit certifying body which is accredited by the Council of Engineering and Scientific Specialty Boards (CESB) and/or the American National Standards Institute under ANSI/ISO/IEC for inspection and testing of mold. ACAC provides a list of certified assessment specialists and remediation contractors by zip code at www.acac.org/locator/certzip.htm. Prior to testing, please have your assessment specialist call me at (707) 543-3184 and provide certification documentation.

2. Identify the source of water intrusion and obtain permits to correct that source and all identified violations.
3. Any mold remediation/abatement required must be done according to the work plan (protocol) provided by the certified assessment specialist, unless they determine that no plan is required. The remediation/abatement contractor must be certified by the ACAC or another national, non-profit certifying body which is accredited by the CESB and/or the American National Standards Institute under ANSI/ISO/IEC 27024.

Permit applications and submittal information are available at Planning and Economic Development Department, 100 Santa Rosa Avenue, Room 3, between 9:30 a.m. and 2:30 p.m. Monday through Thursday.

An appointment with the code enforcement officer of record is mandatory at the time of plan submittal to prevent an unnecessary delay in the plan check process. Please call me at (707) 543-3184 before you come in to apply for permits to ensure that I am available to assist you, or to answer questions. If I am not available to take your telephone call, please leave a voice mail message with your name, address of violation, and a number where you can be reached. I look forward to the opportunity to assist you in bringing your property into compliance with the SRCC.

Your prompt attention and cooperation in this matter would be greatly appreciated.



Cecilia Sevilla
Building Inspector/Code Enforcement Officer
Housing and Community Services
csevilla@srcity.org

cc: File
Tenant

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これは重要な通知である。それを翻訳しなさい。

Это важное извещение. Пожалуйста имейте его переведено.
Dit is een belangrijk bericht. Gelieve te hebben vertaald het.

*Single Review
for Single
Unit.*

PacificIAQ

INDOOR AIR QUALITY

3911 Mayette Ave, Santa Rosa, California 95405
(707) 546-2227 phone (707) 546-2228 fax

March 4, 2016

Linda A. Ryan
182 Farmers Lane, Suite 101
Santa Rosa, CA 95405

LIMITED MICROBIAL INSPECTION REPORT

Pacific IAQ
Project Number
1602-055-1

Project Location
2605 Range Ave – Unit 80
Santa Rosa, CA 95403

Ms. Ryan,

Pacific IAQ LLC (PACIAQ) performed a limited microbial inspection at the above referenced location on March 3, 2016.

1 - SCOPE OF SERVICES

Pacific IAQ was requested to provide the following services:

- o Conduct a visual inspection of the unit, looking specifically for water damaged areas and associated microbial growth.
- o Collect BioSlide gel impaction-slide samples to determine the total spore count in the ambient air of the unit, and compare the indoor fungal ecology to that of the outside ambient air.
- o Collect tape-lift surface samples from interior locations to confirm microbial presence, identification, and concentration.
- o Provide a written report with recommendations for remediation.

2 - BACKGROUND INFORMATION

Information regarding the structure and its occupants was provided by the client and on-site manager.

The apartment unit is located in Santa Rosa, California. Areas of water damage and suspected microbial growth were identified by the occupants. Pacific IAQ was requested to conduct a microbial inspection of the unit, collect air samples to determine the extent of the microbial contamination, and to make written recommendations for remediation.

3 - VISUAL INSPECTION

During the visual inspection, water damage and/or microbial growth was noted at the following locations:

- **Living Room**
 - Visible water damage and suspected microbial growth was observed on the drywall/sill within the window openings.
 - Elevated moisture concentrations were observed on the drywall within the window openings and on the drywall around the window opening.
 - Swelling was observed along the edges of the engineered flooring planks.
 - Elevated moisture conditions were observed in the engineered flooring along the east exterior wall.
- **Bedroom 1**
 - Visible microbial growth was observed on the drywall and baseboard in the northeast corner.
 - Visible water damage and suspected microbial growth was observed on the drywall/sill within the window opening.
 - Visible water damage was observed on the drywall around the window opening.
 - Elevated moisture concentrations were observed in the drywall within and around the window opening.
- **Bedroom 2**
 - Multiple snail trails were observed on the carpet and contents. Trails appeared to originate from the northwest corner.
 - Visible microbial growth was observed on the drywall and baseboard in the northwest corner.
 - A small hole was observed in the drywall in the northwest corner behind the baseboard.
 - Visible microbial growth was observed on the carpet backing below the window.

- Visible water damage and suspected microbial growth was observed on the drywall/sill within the window opening.
- Visible water damage was observed on the drywall around the window opening.
- Elevated moisture concentrations were observed in the drywall within and around the window opening.

4 - SAMPLING PROCEDURE

4.1 - Bioaerosol Sampling

Gel impaction-slides were used to collect air samples from both the indoor and outdoor ambient air. Gel impaction-slide samples collect airborne particles through direct impaction on a collection slide. The intake airflow to the A.P. Buck BioSlide sampler (model B1020) is calibrated at 15 liters per minute and all samples were collected for five minutes.

Samples were transported under chain-of-custody to Microtest Laboratories Inc. in Fair Oaks, California. In the laboratory, the impaction slide was examined using direct microscopy to determine the quantity and identification of both viable and non viable mold spores.

4.2 - Tape-Lift Surface Sampling

Tape-lift sampling techniques were used to collect surface samples. Clear 19mm cellophane tape was temporarily adhered to the suspect surface and removed. Surface particulates were transferred from the surface tested to the adhesive backing on the tape. The tape was then adhered to a pre-cleaned 25mm x 75mm x 1mm Globe Scientific blue frosted microscope slide.

Samples were transported under chain-of-custody to MicroTest Labs, Inc. in Fair Oaks. In the laboratory, the slide was examined using direct microscopy to determine the quantity and identification of both viable and non viable mold spores, and associated hyphal fragments.

5 - SAMPLING INTERPRETATION

5.1 - Bioaerosol Sample Analysis

During the investigation, PACIAQ collected five (5) BioSlide air samples from the following locations (see attached project diagram):

B-01	Outside North (baseline sample)
B-02	Outside South (baseline sample)
B-03	Living Room
B-04	Bedroom 1
B-05	Bedroom 2

The laboratory analysis of the BioSlide air samples collected during the investigation indicate the presence of amplified *Penicillium*/*Aspergillus* type mold spores in all indoor air samples collected, and elevated hyphal fragments in bedroom 2 (see attached laboratory analysis).

6.2 - Tape-Lift Surface Sample Analysis

During the investigation, PACIAQ collected five (5) surface tape-lift samples from the following locations:

T-01	Living Room Window Sill
T-02	Bedroom 2 Drywall
T-03	Living Room Background Dust
T-04	Bedroom 1 Background Dust
T-05	Bedroom 2 Background Dust

The laboratory analysis of the tape-lift surface samples collected during the investigation indicate the presence of *Cladosporium* and *Ulocladium* mold growth on the window sill and drywall.

The surface samples collected from the background dust were reflective of normal fungal ecology.

6 - CONCLUSIONS

The water damage and microbial growth in the northwest corner of bedroom 2 appears to be the result of water intrusion through the building envelope. This is also the area where the snails appear to enter the structure.

The water damage and microbial growth in the northeast corner of bedroom 1 appears to be the result of water intrusion through the building envelope.

It is recommended that the exterior siding be water tested after removal of the interior drywall to locate and correct the exact cause of the water intrusion.

The water damage and microbial growth within the window openings and around the openings appear to be the result of condensation on the aluminum window frames, and/or water intrusion through the window frames/flashings. It is recommended that all single pane aluminum framed windows be replaced with dual pane vinyl framed windows.

7 - PROJECT RECOMMENDATIONS

7.1 - Moisture Source

All repairs necessary to prevent future water intrusion should be completed prior to, or in conjunction with, remediation of the water damage and

microbial growth within the structure. Failure to adequately address the sources of moisture may result in a reoccurrence of the water damage and microbial growth.

PACIAQ is not a qualified engineering firm. While PACIAQ assists in providing information regarding the source of the moisture, it is recommended that a qualified engineering professional confirm the source of the water intrusion or condensation.

7.2 - Antimicrobial Agents

Biocides, fungicides, bleach, copper green, quaternary ammonia compounds (IAQ-2000), or any other chemical compounds designed to kill or inhibit microbial growth should not be used unless specified by PACIAQ. If antimicrobial agents are used, it is the responsibility of the remediation contractor to get the written consent of the building owner. The only authorized cleaning agent is a mild surfactant solution (detergent and water, or equivalent).

7.3 - Encapsulants

Encapsulating coatings (Fosters 40-20, IAQ 6000, Kilz, etc) should not be used unless specified by PACIAQ. Upon successful post-remediation verification, encapsulating coatings may be used at the discretion of the building owner. If encapsulating coatings are used, it is the responsibility of the remediation contractor to get the written consent of the building owner. Encapsulating coatings used prior to successful post-remediation verification will result in a failed visual inspection and will require removal prior to final sampling.

7.4 - Regulated Materials

Testing for lead and asbestos containing materials (ACM) was not within PACIAQ's scope of services. Building materials that may be disturbed during the remedial activities should be assessed for asbestos and lead-based paint hazards per applicable regulations.

7.5 - Regulations and Guidelines

There are currently no regulations specific to microbial remediation. All recommended remediation procedures should be conducted in accordance with the following:

- o IICRC *Standard S500-2006 Standard and Reference Guide for Professional Water Damage Restoration*, 3rd Edition
- o IICRC *Standard S520 Standard and Reference Guide for Professional Mold Remediation*

- o Hollace Bailey, *Fungal Contamination: A Manual for Investigation, Remediation and Control*
- o ACGIH, *Bioaerosols: Assessment and Control*
- o EPA, *Mold in Schools and Commercial Buildings*
- o Bay Area Air Quality Management District
- o OSHA Standards relevant to Microbial Remediation

7.6 - Mid-abatement Inspection

PACIAQ will, at the direction of the remediation contractor or client, perform a mid-abatement inspection to verify completeness of the building material removal and/or to document additional areas of damage.

7.7 - Contractor Qualifications

All remediation activities should be performed by mold remediation professionals certified by the American Council for Accredited Certification (ACAC). **There are no certified organizations or companies, only individuals may be certified.** The Indoor Air Quality Association (IAQA) is a membership and training organization and does not offer microbial certifications. Remediation contractor should, at a minimum, be a Council-Certified Microbial Remediation Supervisor (CMRS) or equivalent, and at least one on-site project manager should be a Council-Certified Microbial Remediator (CMR) or equivalent.

For homes and commercial properties built on or before December 31, 1977, the U.S. Environmental Protection Agency (EPA) requires that all renovations be performed by Certified Firms, using Certified Renovators and other trained workers (40 CFR 745). All renovations must be directed by a Certified Renovator. Individuals may become Certified Renovators by completing an EPA-approved 8-hour training course in lead-safe work practices taught by an EPA-accredited training provider.

U.S. Department of Housing and Urban Development's (HUD's) Lead Safe Housing Rule (24 CFR Part 35, Subparts B through M) requires clearance testing by a Certified Lead Inspector or Risk Assessor in all federally owned or assisted homes built on or before December 31, 1977, following any renovation above HUD's *de minimis* level (2 square feet in any one interior room or space, 20 square feet on any exterior surface, or 10% of the total surface area of small interior or exterior component types).

PACIAQ does not recommend or endorse any contractors. For a list of qualified certificants, go to www.acac.org/locator/certlocator.htm.

8 - REMEDIATION RECOMMENDATIONS

8.1 – Containment

Containment provisions shall be designed to isolate areas of mold remediation for purposes of preventing the migration of microbial matter, dust, and debris from contaminated areas to uncontaminated areas. Remediation should only be performed once critical barriers have been put in place, negative air machines have been installed, and makeup air is provided. The pressure differential between the work area and the surrounding areas should be maintained at -0.02 inches of water column with a minimum of four (4) air changes per hour (ACH). HEPA filtered negative air machines should be exhausted to the outdoors when possible. Air scrubbers should be used, at the discretion of the contractor or as detailed in section 9.2, to help eliminate airborne mold spores and dust that may be generated during remediation.

Entry through critical barriers shall consist of a zippered opening with covering flaps on each side. If contaminated materials are to be removed from the containment, it is recommended that a small decontamination chamber, or vestibule, be erected at the entry for the purpose of cleaning and double bagging debris. Decontamination chambers should be sized to allow for equipment movement and removal of personal protective equipment.

8.2 – Remediation

• Living Room

- Remove and relocate all contents from the work area.
- Remove and discard the engineered flooring at least six (6) feet out from the east exterior wall.
- Remove and discard the drywall and sill from within the window openings.
- Remove and discard the drywall, at least two (2) feet out from the window openings, stopping at the floor and ceiling when those distances are less than 2'.
- Inspect the backside of the drywall as it is removed and continue to remove drywall at least two (2) feet beyond the last visible water staining or microbial growth.
- Remove and discard all exposed insulation, if present.
- All exposed framing and subfloor should be aggressively cleaned by sanding, wire brushing and/or dry ice blasting.
- All surfaces should be HEPA vacuumed to a dust-free condition.

• Bedroom1

- Remove and relocate all contents from the work area.
- Remove and discard the carpet, padding, and tack-strip.
- Remove and discard the drywall and sill from within the window openings.

- Remove and discard the drywall, at least two (2) feet out from the window openings, stopping at the floor and ceiling when those distances are less than 2'.
 - Remove and discard the drywall, to a height of at least two (2) feet, at least two (2) feet out from the northwest corner in each direction.
 - Inspect the backside of the drywall as it is removed and continue to remove drywall at least two (2) feet beyond the last visible water staining or microbial growth.
 - Remove and discard all exposed insulation, if present.
 - All exposed framing and subfloor should be aggressively cleaned by sanding, wire brushing and/or dry ice blasting.
 - All surfaces should be HEPA vacuumed to a dust-free condition.
- **Bedroom 2**
 - Remove and relocate all contents from the work area.
 - Remove and discard the carpet, padding, and tack-strip.
 - Remove and discard the drywall and sill from within the window openings.
 - Remove and discard the drywall, at least two (2) feet out from the window openings, stopping at the floor and ceiling when those distances are less than 2'.
 - Remove and discard the drywall, to a height of at least two (2) feet, at least two (2) feet out from the northeast corner in each direction.
 - Inspect the backside of the drywall as it is removed and continue to remove drywall at least two (2) feet beyond the last visible water staining or microbial growth.
 - Remove and discard all exposed insulation, if present.
 - All exposed framing and subfloor should be aggressively cleaned by sanding, wire brushing and/or dry ice blasting.
 - All surfaces should be HEPA vacuumed to a dust-free condition.
- **Additional Recommendations**
 - Install HEPA filtered air scrubbers inside the unit, sufficient to provide at least four (4) air changes per hour (ACH) for the duration of the project.

8.3 – Cleaning

- Microbial growth on structural materials should be removed by wire brushing, sanding, dry ice blasting, or equivalent.

- o Microbial growth on drywall generally requires the removal of the affected drywall. PACIAQ does not generally recommend cleaning of these materials.
- o The microbial remediation should continue until all identified or discovered microbial contamination has been removed. If additional microbial growth is discovered that significantly increases the scope of work outlined above, or that would significantly increase the cost of remediation (i.e., the unexpected need to remove the furnace, water heater, countertops, etc.), PACIAQ should be contacted to verify and document the changes to the scope of work.
- o All surfaces within the contained areas should be thoroughly and repeatedly HEPA vacuumed and damp-wiped with a mild surfactant solution.
- o All remaining building materials should be dried to below 15% moisture content.
- o Due to the complexity of residential and commercial HVAC systems, PACIAQ cannot provide post-remediation verification of HVAC systems and components. HVAC systems should be cleaned, serviced, and guaranteed by NADCA certified professionals.

9 - POST-REMEDIATION VERIFICATION

9.1 - Visual Inspection

Once the final cleaning has been completed by the remediation contractor, and all surfaces have been HEPA vacuumed and damp-wiped to a dust-free condition, PACIAQ should be notified to perform a post-remediation investigation. If all surfaces within the work areas are dry (less than 15% moisture content), free of visible microbial growth, and free of dust and debris, final samples will be collected.

All work within the contained area should cease until verification is received that the remedial activities were successful.

9.2 - Post-Remediation Sampling

9.2.1 - Air Sampling

Air sampling locations will be selected at the discretion of PACIAQ, but will typically include at least two (2) outside ambient air samples for baseline comparison, one (1) ambient air sample from within each containment, and one (1) ambient air sample from an area outside each containment.

9.2.2 - Surface Sampling

Surface sampling locations will be selected at the discretion of PACIAQ, but will typically include at least one (1) surface sample within each containment. These surfaces may include, but are not limited to, subfloor, plate, framing, contents, drywall, baseboard, etc.

9.3 – Laboratory Data Interpretation

9.3.1 - Air Sampling

Collection, analysis, and interpretation of the air sampling data is left to the discretion of PACIAQ following commonly accepted guidelines within the Indoor Air Quality industry. Indoor mold spore and hyphal fragment levels will be compared to those of the outdoor ambient air. Indoor air quality that is reflective of outdoor air quality, in spores per cubic meter and genera present, will be considered normal fungal ecology.

9.3.2 - Surface Sampling

Collection, analysis, and interpretation of the surface sampling data is left to the discretion of PACIAQ following commonly accepted guidelines within the Indoor Air Quality industry. Remediated surfaces should be free of microbial growth (spores, mycelia, and hyphal fragments).

10 - LIMITATIONS

PACIAQ is not a law firm and makes no representations regarding the legal status of this project. No statements or actions made by PACIAQ, whether spoken, written, or implied, may be construed as legal advice. All questions regarding the liability of any entity or person should be addressed by a qualified legal professional.

PACIAQ is not a qualified medical professional and makes no representations regarding the health of any past, present, or future occupants of the structure. No statements or actions made by PACIAQ, whether spoken, written, or implied, may be construed as medical advice. All questions regarding the health of any entity or person should be addressed by a qualified medical professional.

PACIAQ is not an accredited microbiology laboratory. PACIAQ uses an independent laboratory for the analysis of microbial samples. PACIAQ is not responsible for the accuracy of the sample analysis.

PACIAQ is not a microbial remediation firm and makes no representations regarding the cost of remediation. PACIAQ serves as an independent third party assessor with no financial interest in the size and/or scope of the project.

PACIAQ does not accept or provide any monetary compensation for referrals.

PACIAQ is not a qualified engineering firm. While PACIAQ assists in providing information regarding the source of the moisture, it is recommended that a qualified engineering professional confirm the source of the water intrusion or condensation.

PACIAQ makes recommendations based on the visual inspection, laboratory analysis of samples collected, industry guidelines and best practices, and information provided by others. PACIAQ is not responsible for the accuracy of information that was not collected or observed by PACIAQ. Relevant facts that were concealed, withheld, misrepresented, undisclosed, or undiscovered may affect the findings and recommendations contained within this report.

All recommendations for remediation are minimum general guidelines based on industry standards and should not be considered all-inclusive. PACIAQ is not responsible for hidden reservoirs of microbial growth that may or may not be discovered during the remediation process. The inspection and sampling methods provide a basic understanding of the indoor air quality at the time of the inspection and do not predict past or future conditions.

If you have any questions or would like to discuss the contents of this report, please don't hesitate to call me any time at (707) 546-2227, or email me at ekeith@pacificiaq.com.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Eric Keith', with a stylized flourish at the end.

Eric Keith - Biologist, CIEC, CMC, CMRS
Certified Asbestos Consultant (CAC 10-4650)

Project Photos

Project Name

2605 Range Ave - Unit 80

Project Number

1602-055-1

Date Taken

3/3/16



Photo 1 Living Room - Microbial growth on drywall and sill within window opening

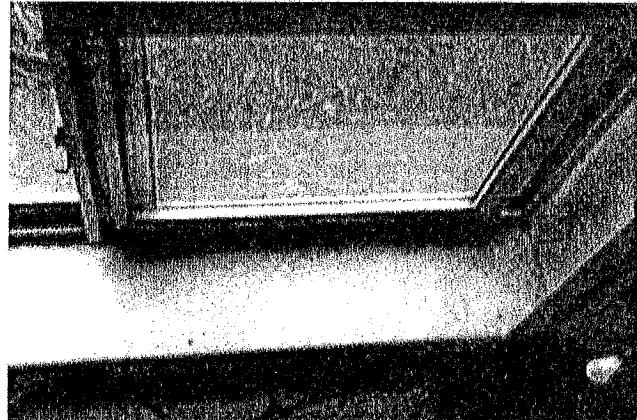


Photo 2 Living Room - Microbial growth on drywall and sill within window opening

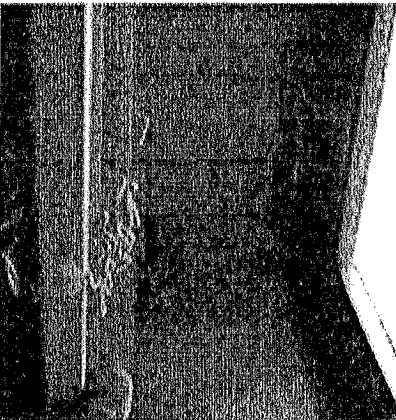


Photo 3 Living Room - Microbial growth on drywall within window opening



Photo 4 Living Room - Water damage and elevated moisture in engineered flooring

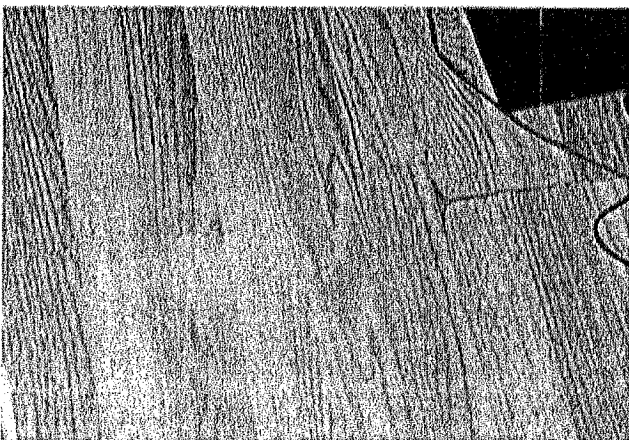


Photo 5 Living Room - Water damage and elevated moisture in engineered flooring

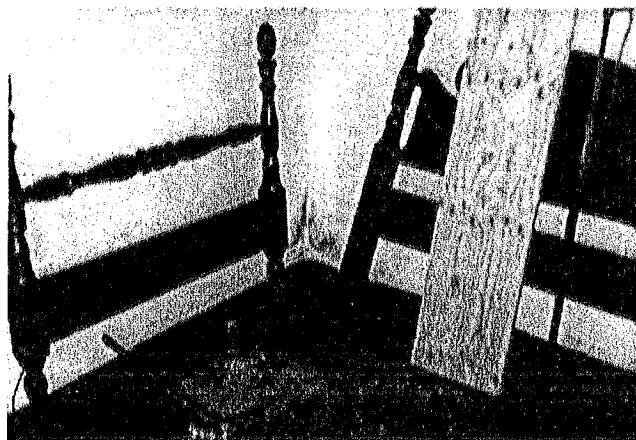


Photo 6 Bedroom 2 - Water damage and microbial growth in northwest corner

Project Photos

Project Name

2605 Range Ave - Unit 80

Project Number

1602-055-1

Date Taken

3/3/16

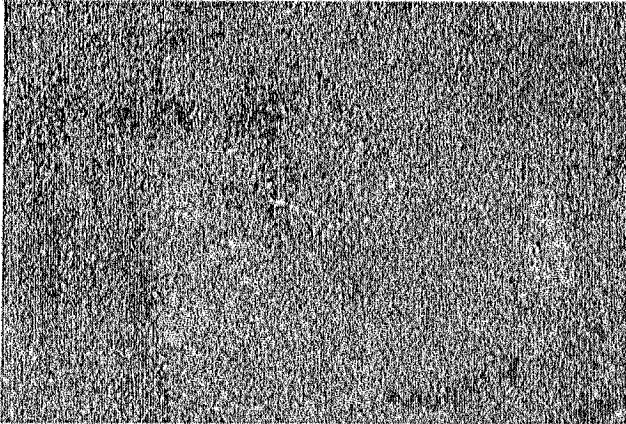


Photo 7 Bedroom 2 - Snail trails on carpet

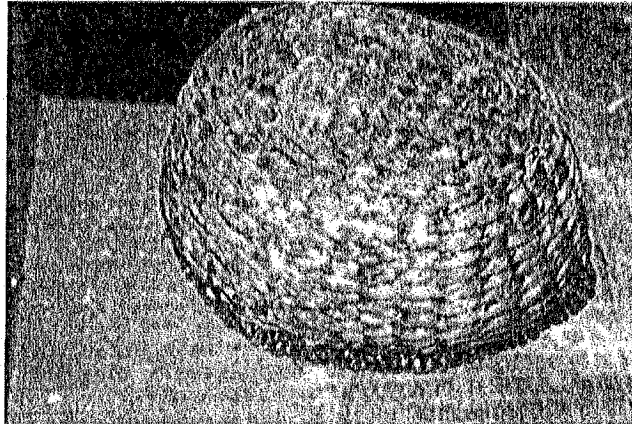


Photo 8 Bedroom 2 - Snail trails on contents

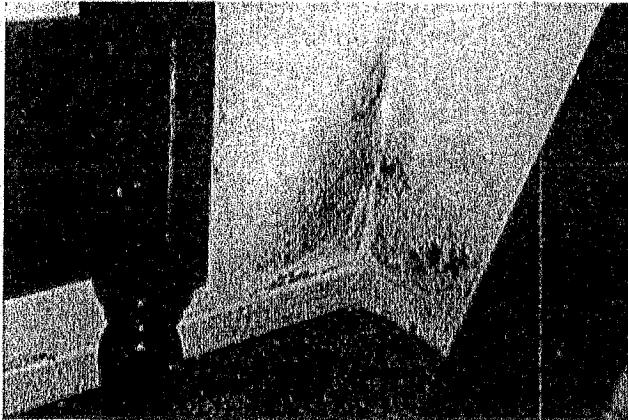


Photo 9 Bedroom 2 - Microbial growth in northwest corner

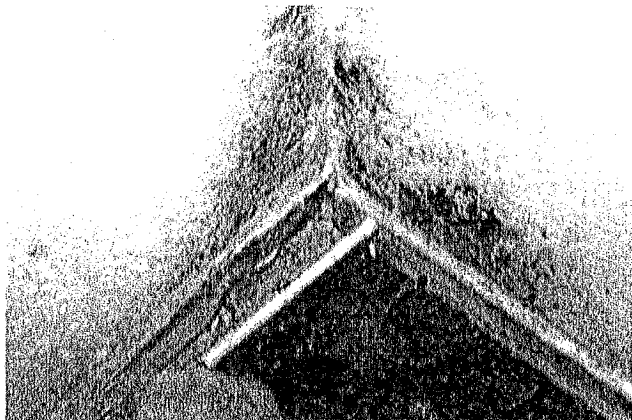


Photo 10 Bedroom 2 - Hole in drywall behind baseboard



Photo 11 Bedroom 2 - Microbial growth on drywall within window opening

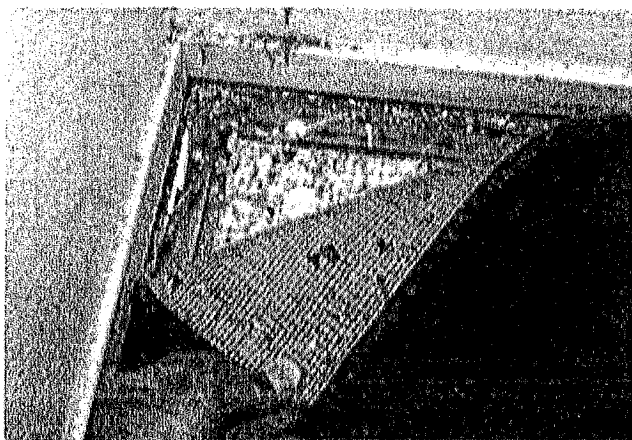


Photo 12 Bedroom 2 - Water damage and microbial growth on carpet backing, tack strip, and subfloor

Project Photos

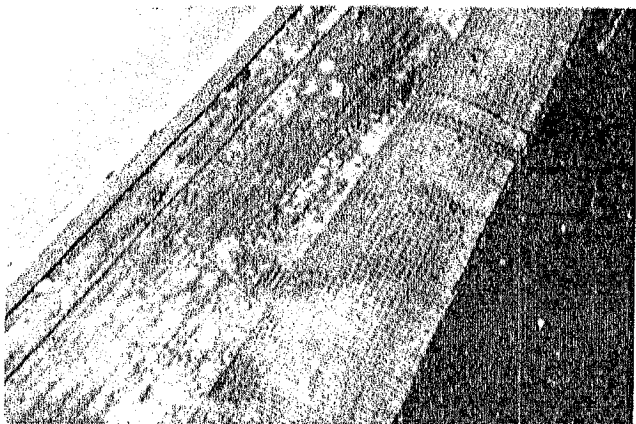


Photo 13 Bedroom 2 - Microbial growth on carpet backing under window



Photo 14 Bedroom 1 - Microbial growth on drywall within window opening



Photo 15 Bedroom 1 - Microbial growth on drywall/sill within window opening

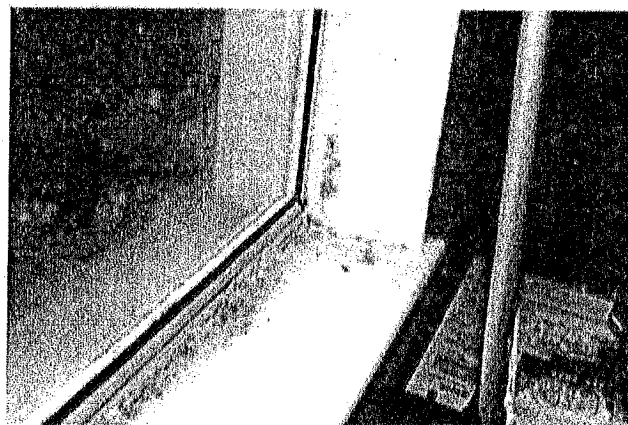


Photo 16 Bedroom 1 - Microbial growth on drywall/sill within window opening

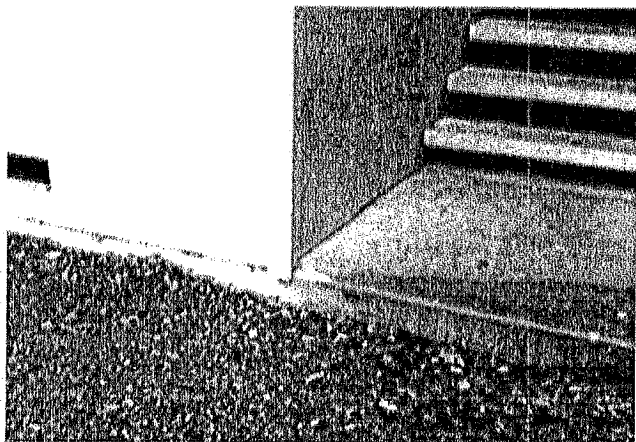


Photo 17 Exterior view of northwest corner of bedroom 2

Project Diagram

Project Name

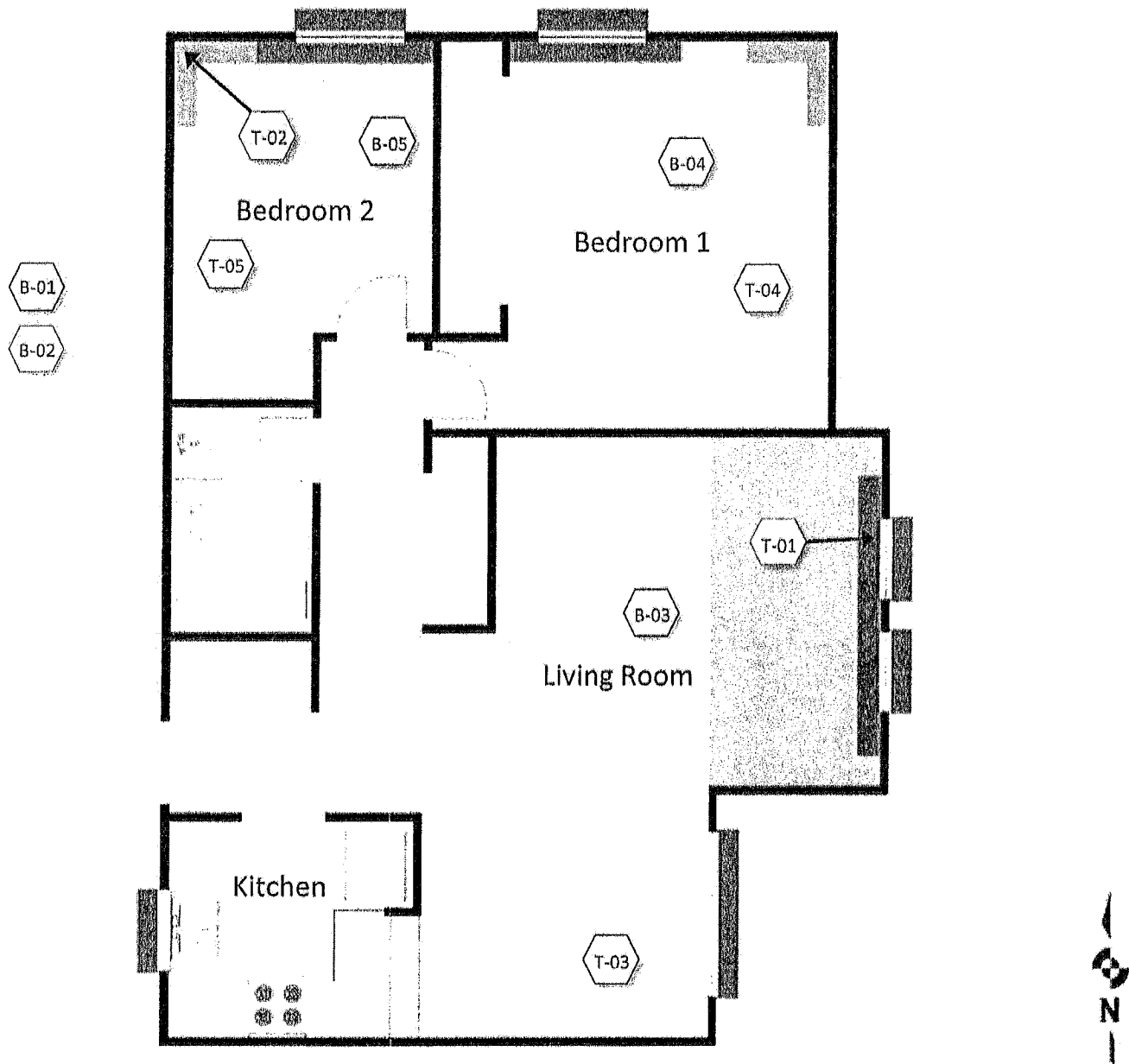
2605 Range Ave - Unit 80


Project Number


1602-055-1


Date Inspected


3/3/16




 Remove the drywall from within, and 2' around, window opening

 Remove the drywall 2' high

 Remove carpet/padding/tack strip

 Remove engineered flooring

 Replace windows with dual-pane vinyl

MicroTest[®] Laboratories, Inc.

Environmental Biological Testing

AIHA EMPAT #160934

5150 Sunrise Blvd, Suite B-1

Fair Oaks, CA 95628

Tel: (916) 567-9808

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E-mail: microtestlabsinc@yahoo.com

March 4, 2016

Pacific IAQ, LLC
174 Yulupa Circle
Santa Rosa, CA 95405

Re: Range #80, 1602-055-1

Dear Sirs,

Please find following the results of the sampling obtained at Range #80, 1602-055-1 on 03/03/16. Your firm chose the areas for Allergenco, "Viable/Non-Viable" air sampling analyses and select surfaces for direct microscopic examination. *Stachybotrys chartarum* was observed in "B-03 Living Room." *Penicillium/Aspergillus sp.* was amplified in all of the indoor air samples. **Hyphal Fragments** were higher in numbers in "B-05 Bedroom 2." The concentration and distribution of the remainder of the recovered airborne populations fall within the expected normal range in the areas analyzed, when compared to the outside air samples.

For your convenience, the following is an interpretative guideline provided for your use.

Interpretive Guidelines:

Normal Spore Levels: Indoor spore levels usually average 30% to 80% of the outdoor spore levels at the time of sampling, with the approximate same distribution of spore types. Filtered air, air-conditioned air or air that is not in the proximity of outdoor sources may drop to 5% to 15% of the outdoor spore levels at the time of sampling. As these are general guidelines, a major factor is the accessibility of outdoor air. A residence with heavy foot traffic, open door and windows, etc., may average 95% of the outdoor levels. An office building with limited air exchange may average as low as 2% of the outdoor levels. Dusty interiors may exceed 100% of the outdoor spore levels but will mirror the outdoor distribution of spore types.

Problem Interiors: A substantial increase of one or two spore types, which are inconsistent and not reflective of the outside, spore distribution. This is usually indicative of mold growth.

Thank you for allowing MicroTestTM Laboratories, Inc. to provide the microbiological services you required.

Sincerely,

Rebecca Huty

Rebecca Huty
President
MicroTestTM Laboratories, Inc.

MicroTest[®] Laboratories, Inc. does not associate these analyses with any event or significance other than that the organisms were present in the submitted samples. The interpretation of this report should not rule out the presence or absence of other organisms.

MicroTest™ Laboratories, Inc.

AIHA EMPAT 60934

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Fair Oaks, CA 95628

Ph- (916) 567-9808 Fax-(916)436-3603

www.microtestlabsinc.com microtestlabsinc@yahoo.com

Client Name:	Pacific IAQ LLC	Contact Name:	Eric Keith & Sajuth Balasuriya
	174 Yulupa Circle	Sampler:	Eric Keith
	Santa Rosa, CA 95405	Sampling Date:	3/3/16
		Receipt Date:	3/4/16
Project:	Range #80, 1602-055-1	Report Date:	3/4/16
		Accession No:	606322-31
			Instrument I

Non-Viable Bioaerosol Analysis

Client Project Identification	B-01 Outside North			B-02 Outside South			B-03 Living Room		
	raw ct.	Cts/m ³	% Area	raw ct.	Cts/m ³	% Area	raw ct.	Cts/m ³	% Area
Alternaria									
Arthrinium									
Ascospores	1390	18529	89%	654	8718	84%	99	1320	5%
Aureobasidium									
Basidiospores	120	1600	8%	72	960	9%	3	40	0.2%
Botrytis									
Chaetomium									
Cladosporium	38	507	2%	18	240	2%	72	960	4%
Curvularia									
Dreschlera/Bipolaris									
Epicoccum									
Fragments							3	40	0.2%
Nigrospora									
Penicillium/Aspergillus*	17	227	1%	36	480	5%	1700	22661	90%
Pollen				1	13	0.1%			
Rusts									
Plthomyces									
Smuts/Peric/Myxomycetes									
Stachybotrys							1	13	0.1%
Stemphylium									
Torula									
Ulocladium							1	13	0.1%
Beltrania									
Total Spores (Cts/m³):	1,565	20,861		781	10,411		1,879	25,047	
Sample Volume (Liters)	75			75			75		
Sample Time Minutes:	5			5			5		
Background Debris**	Few			Few			Many		

*The spores of *Penicillium/Aspergillus* cannot be differentiated by non-viable sampling methods.

**Fibers, skin fragments and dust are indicated by few, moderate, many, and abundant.

Comments:

Technologist: Rebecca Huty, MicroTest L

MicroTest™ Laboratories, Inc.

AIHA EMPAT 60934

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Fair Oaks, CA 95628

Ph- (916) 567-9808 Fax-(916)436-3603

www.microtestlabsinc.com microtestlabsinc@yahoo.com

Client Name:	Pacific IAQ LLC 174 Yulupa Circle Santa Rosa, CA 95405	Contact Name:	Eric Keith & Sajuth Balasuriya
		Sampler:	Eric Keith
		Sampling Date:	3/3/16
		Receipt Date:	3/4/16
Project:	Range #80, 1602-055-1	Report Date:	3/4/16
		Accession No:	606322-31
			Instrument I

Non-Viable Bioaerosol Analysis

Client Project Identification	B-01 Outside North			B-02 Outside South			B-05 Bedroom 2		
	raw ct.	Cts/m ³	% Area	raw ct.	Cts/m ³	% Area	raw ct.	Cts/m ³	% Area
Alternaria									
Arthrrium									
Ascospores	1390	18529	89%	654	8718	84%	87	1160	4%
Aureobasidium									
Basidiospores	120	1600	8%	72	960	9%	3	40	0.2%
Botrytis									
Chaetomium									
Cladosporium	38	507	2%	18	240	2%	15	200	1%
Curvularia									
Dreschlera/Bipolaris									
Epicoecum									
Fragments							12	160	1%
Nigrospora									
Penicillium/Aspergillus*	17	227	1%	36	480	5%	1880	25060	94%
Pollen				1	13	0.1%			
Rusts									
Pithomyces									
Smuts/Peric/Myxomycetes									
Stachybotrys									
Stemphyllum									
Torula									
Ulocladium									
Beltrania									
Total Spores (Cts/m³):	1,565	20,861		781	10,411		1,997	26,620	
Sample Volume (Liters)	75			75			75		
Sample Time Minutes:	5			5			5		
Background Debris**	Few			Few			Many		

*The spores of *Penicillium/Aspergillus* cannot be differentiated by non-viable sampling methods.

**Fibers, skin fragments and dust are indicated by few, moderate, many, and abundant.

Comments:

Technologist: Rebecca Hatty, MicroTest L

MicroTest® Laboratories Inc.
 AIHA EMPAT #160934
 5150 Sunrise Blvd, Suite B-1
 Fair Oaks, CA 95628
 Tel. (916) 567-9808
 Fax: (916) 436-3603
 E-mail: microtestlabsinc@yahoo.com

CLIENT: Pacific IAQ, LLC
 174 Yulupa Circle
 Santa Rosa, CA 95405

PROJECT: Range #80, 1602-055-1

SAMPLE COLLECTED BY: Eric Keith

TYPE OF SAMPLE: Tape (x5)

COLLECTION DATE: 03/03/16

SUBMISSION DATE: 03/04/16

ACCESSION NO: 606322-31

TYPE OF ANALYSIS: Direct Preparation, Microscopic Examination

REPORT DATE: 03/04/16

REPORTED & REVIEWED BY: Rebecca Huty, *MicroTest™* Laboratories, Inc.

DIRECT MICROSCOPIC EXAMINATION

The "Tape Sample" collected demonstrated the following:

Sample ID	Amorphous Debris/Description	Pollen/Miscellaneous	Molds Observed: Mycelia or Sporulating Structures	General Impression
T-01 Living Room Window Sill	1+ Amorphous Debris 2+ Particulate Debris	4+ Skin Fragments 3+ Fibers Rare Pollen	4+ <i>Cladosporium sp.</i> 3+ <i>Ulocladium sp.</i>	Mold Growth
T-02 Bedroom 2 Drywall	Rare Particulate Debris	Rare Fibers	3+ <i>Ascomycetes</i> 2+ <i>Cladosporium sp.</i> 4+ <i>Ulocladium sp.</i>	Mold Growth
T-03 Living Room Background Dust	1+ Amorphous Debris 2+ Particulate Debris	4+ Skin Fragments 3+ Fibers Rare Pollen	Rare <i>Ascomycetes</i> Rare <i>Cladosporium sp.</i>	Normal Lift
T-04 Bedroom 1 Background Dust	3+ Particulate Debris	4+ Skin Fragments 2+ Fibers	Rare <i>Ascomycetes</i> Rare <i>Cladosporium sp.</i>	Normal Lift
T-05 Bedroom 2 Background Dust	1+ Amorphous Debris 4+ Particulate Debris	4+ Skin Fragments 2+ Fibers	Rare <i>Ascomycetes</i> Rare <i>Basidiomycetes</i> Rare <i>Cladosporium sp.</i>	Normal Lift

Note: Quantities of molds seen are graded from Rare to 4+, with 4+ denoting the highest numbers observed on microscopic examination. "Rare" indicates presence, but in very low numbers.

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DIRECT MICROSCOPIC EXAMINATION 606322-31 (CONTINUED)

Following are *general* comments regarding the molds detected from the samples collected and submitted:

Ascomycetes are a diverse category of fungi including more than 3000 genera, which are grouped together because of their production of ascospores in a sac-like structure (ascus). They are found in the soil, air and on plant debris and are usually considered non-pathogenic. Many Ascomycete spores are reported to be allergenic. A few species are medically important in immunocompromised patients.

Cladosporium sp. is a dematiaceous (dark colored) mold, which is very common on decomposing plant litter, food, straw, soil, paint and textiles. It is the mold most commonly isolated from air, both indoors and outdoors worldwide. It is found frequently on the surface of windowsills and of fiberglass duct liner in the interior of supply ducts. Because it is so prevalent in the environment, it is not regarded as one of the most important indoor species unless present in high levels. It is a common agent of allergic reactions and commonly causes asthma and hay fever. A few species produce toxins and this mold has been reported in mycotic keratitis. Chronic cases may develop emphysema.

Ulocladium sp. is found in soil and on decaying plants. It has also been isolated from cellulose substrates and water-damaged building materials. It is reported to be a major allergen.

MicroTest® Laboratories, Inc. does not associate these analyses with any event or significance other than that the organisms were present in the submitted samples. The interpretation of this report should not rule out the presence or absence of other organisms

CHAIN OF CUSTODY

Pages: _____ of _____

TYPE OF INSPECTION

- ☒ INITIAL SURVEY
☐ MID - REMEDIATION / ABATEMENT
☐ POST - REMEDIATION / ABATEMENT
☐ OTHER:

MICF

Non
Viable

CONTACT INFORMATION

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 Address: 3911 Mayette Ave.
 Santa Rosa, CA 95405

PROJECT INFORMATION

Project Name: Range #80
 Project #: 1602-055-1
 Sample Date: 3-3-16
 Address: 2605 Range Ave H-80
 SANTA ROSA, CA

ALL SAMPLES

ASBESTOS / LEAD

SAMPLE	DESCRIPTION	I/M	T	V	IIA	Mat	SF/LF	Slide	Color	Condition	PS
B-01	Outside North	15	5	75							
B-02	Outside South										
B-03	LIVING Room										
B-04	Bedroom 1										
B-05	Bedroom 2										
T-01	Living Room Window Sill										
T-02	Bedroom 2 Dry wall										
T-03	Living Room Background Dust										
T-04	Bedroom 1 Background Dust										
T-05	Bedroom 2 Background Dust										

Spore Trap
Tape Lift
Other:

SAMPLER: _____
 SIGNATURE: *Eric Keith*
 RELINQUISHED BY: *Eric Keith*
 DATE: 3-3-16
 RECEIVED: *A.W.*

