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Department of

SOCIAL SERVICES

Community Care Licensing

COMPLAINT INVESTIGATION REPORT

Facility Number: 405802287
Report Date: 08/04/2026
Date Signed: 08/04/2026 02:29:21 PM

Substantiated

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY **COMPLAINT INVESTIGATION REPORT**	**CALIFORNIA DEPARTMENT OF SOCIAL SERVICES** **COMMUNITY CARE LICENSING DIVISION** **CCLD Regional Office, 21731 VENTURA BLVD. #250** **WOODLAND HILLS, CA** 91364

This is an official report of an unannounced visit/investigation of a complaint received in our office on **07/10/2026** and conducted by Evaluator Rachael De Leon

	COMPLAINT CONTROL NUMBER: 29-AS-20260710085145

FACILITY NAME:	GARDEN VIEW INN			**FACILITY NUMBER:**	405802287
ADMINISTRATOR:	KOC DE JONG, DIMFNA			**FACILITY TYPE:**	740
ADDRESS:	7105 SAN GABRIEL RD			**TELEPHONE:**	(805) 462-2273
CITY:	ATASCADERO	**STATE:** CA		**ZIP CODE:**	93422
CAPACITY:	15	**CENSUS:** 10		**DATE:**	08/04/2026
		UNANNOUNCED		**TIME BEGAN:**	01:35 PM
MET WITH:	Dimfna Koc De Jong			**TIME COMPLETED:**	02:40 PM

ALLEGATION(S):

1	Facility was not following the admission agreement for fee increases and notifications
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INVESTIGATION FINDINGS:

1	Licensing Program Analyst (LPA) De Leon conducted a subsequent visit to the facility above. LPA met
2	with Administrator Dimfna Koc De Jong and explained the purpose of the visit.
3	
4	LPA requested a copy of Resident 1's (R1's) Admission Agreement with any and all addendums, copies
5	of billing invoices for monthly rent for R1, copies of any 2 day, 30 day, 60 day or 90 day fee increases for
6	R1, copies of payments made on behalf of R1, and any Emails or Text messages regarding monthly fees
7	for R1.
8	LPA interviewed Witness on 07/10/2026 and Administrator on 07/15/2026 around 10:30am.
9	
10	On the allegation: Facility was not following the admission agreement for fee increases and notifications.
11	LPA De Leon interviewed Witness 1 (W1), W1 stated the facility is constantly raising the monthly fees,
12	fees are different every month for the past 4-5 years and the Administrator is not providing the
13	responsible party (RP) of the resident with notifications for the fee increases.
	Continued 9099-C

Substantiated	**Estimated Days of Completion:**

SUPERVISORS NAME: Kelly Burley
LICENSING EVALUATOR NAME: Rachael De Leon
LICENSING EVALUATOR SIGNATURE:
DATE: 08/04/2026

I acknowledge receipt of this form and understand my licensing appeal rights as explained and received.

FACILITY REPRESENTATIVE SIGNATURE:
DATE: 08/04/2026

This report must be available at Child Care and Group Home facilities for public review for 3 years.

Control Number 29-AS-20260710085145

FACILITY NAME: GARDEN VIEW INN **FACILITY NUMBER:** 405802287
VISIT DATE: 08/04/2026

NARRATIVE

W1's resident is currently on hospice services and being evicted for non-payment of fees, owed to the facility due to the residents long term care payments running out of funds in the residents account, W1 cannot relocate Resident 1 (R1) due to not having funds, owing back fees to the facility, and does not feel R1 can be transported without transfer trauma. W1 is working on paperwork to get R1 in a local skilled nursing facility. W1 provided LPA R1's Appraisal Needs and Services plan dated 08/31/2023 by the facility and an invoice dated 07/01/2026 with a balance due of $10,856.00 up to the date of July 1, 2026.

Administrator stated Resident 1 (R1) moved in on 01/06/2020. R1 had Long Term Care Insurance that paid the facility monthly until April of 2026. Administrator contacted the insurance company after not receiving payment, and Administrator was told that R1's funds have run out and there will only be a small payment for April based on what R1 has left in the account. The insurance company told the Administrator that monthly invoices are sent to the Responsible Party (RP) on file so the RP should be aware. Administrator stated R1 does have an RP/POA R1 had long term care insurance which for 6 years the insurance has always paid directly to the facility monthly and any remaining monies due would be invoiced and sent to the POA. The POA would send payment from R1's monthly pension. Administrator contacted the RP to find out what was going on and has tried to work with the RP since April 2026, In June 2026 after having a balance due of monies owed , the facility had to serve an eviction notice as the RP had no resolution to the outstanding balance and would not agree to any type of payment arrangement the facility had offered. Administrator stated the facility has never imposed any late fees on R1's account until the eviction. The administrator stated the facility is working with the Hospice social worker to find R1 placement that the RP can afford, and a place was found in Santa Barbara, but the RP refused to relocate R1 to the new facility due to it being too far away. Administrator is still working with RP to find placement for R1. Administrator has provided all billings, invoices and notifications to RP from January 2020 to July 2026

LPA reviewed Admission Agreement which revealed R1 moved in on 01/06/2020, R1's basic services included in monthly rate of $4150.00 per month due by the 3rd of the month or a late fee of $10.00 per day will be assessed. Optional services are listed which are not included in the monthly rate and only billed on invoices if the facility verifies with resident or RP's they want the service, types of additional services listed were picking up prescription medications or over the counter prescribed items, haircuts & care, pedicures, special equipment needed, long distance phone calls, optional activities, transportation fees, and special preferences on personal care items and food. In this section is also listed Supplement/Level of Care with a Level of Care fee schedule which is based on residents' assessment, the fees are listed as Incontinence supplement $150.00, Hospice supplement $150.00, level of care surcharges based on residents' needs between $250-750 per month. Continued 9099-C

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Control Number 29-AS-20260710085145

NARRATIVE

According to R1's billing invoices reviewed in Feb 2020 the facility gave a reduction in rent for the first 3 months at $650 per month, June's invoice no longer had the agreed upon reduction and reverted to the amount of $4150.00 per month as agreed upon in the admission agreement. Several invoices in 2020 had carried over unpaid balances from pervious months and no late fees have ever been assessed, optional fee charges were added when medications were picked up for R1 as agreed upon in the admission agreement and verbally by phone or text before a service was provided, a notification letter to RP dated 10/21/2020 for a rent increase of $100 per month to take effect January 2021 and care level increase for hospice/incontinence care of $250.00 per month would be added to the monthly billing cycle, these notifications were within regulation requirements of 60 day notice for Basic Services and 2 day notice for level of care increases. The facility decided to only add $150.00 level of care increase to the remainder of the monthly billing cycles for 2020 and then increased to $250 in January of 2021.
On the invoice for January of 2021 the monthly rate was increased to $4250.00 and $250.00 level of care surcharge for a monthly total of $4500.00 in which notification was sent in October of 2020 for this increase. On July 21, 2021, notification was sent to increase Basic Services by $250 a month to start in October of 2021. On 10/2021 Basic Services increased to $4500.00 plus the $250 care level fee brought the monthly billing to $4750.00, this increase was a 60-day notice given in July 2021 and was correct for billing the remainder of 2021.
On the invoices for 2022 the rent was $4500 plus the $250 care for a total of $4750.00 which was correctly invoiced from 01/2022-12/2022.

On the invoices for 2023 the amount billed from 01/2023-09/2023 was $4750.00. A notification letter was sent to RP on September 26, 2023, Basic Services would be increased by $250.00 a month starting in December of 2023 for a total of $4750 plus $250 care fee total of $5000.00. On the billing for October of 2023 the amount was increased to $5000.00 which should have remained a total of $4750.00 a credit/refund is due of $250.00 for 10/2023 billing. On the billing for November 2023 the amount increased to a total of $5000.00 and should only have been a total of $4750.00 a credit/refund is due of $250.00 for the 11/2023 billing. The December billing was increased to a total of $5000.00 which is valid for the 60-day letter sent 09/26/2023.

On the invoices for 2024 the basic services were $4750.00 plus care fees of $250.00 for a total of $5000.00 which was a correct invoice from 01/2024-12/2024.
Continued 9099-C

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COMPLAINT INVESTIGATION REPORT (Cont)

COMMUNITY CARE LICENSING DIVISION
CCLD Regional Office, 21731 VENTURA BLVD. #250
WOODLAND HILLS, CA 91364

FACILITY NAME: GARDEN VIEW INN **FACILITY NUMBER:** 405802287
VISIT DATE: 08/04/2026

NARRATIVE

On the invoices for 2025 the amount billed from 01/2025-05/2025 was a total of Basic services $4750.00 plus $250.00 care fee for a total of $5000.00 which was correctly invoiced. On July 1, 2025, the facility sent a notification letter to RP that Basic Services would increase by $200 a month from $4750.00 to $4950.00 plus Care fee increase to $350.00 with the increase on August of 2025. This letter is not a full 90-day increase letter which is required in regulation as of January 2025. The increase for the care fee can increase as of July 2025 but the Basic Services cannot be increased until October of 2025. The invoice for June 2025 needs to have a credit/refund of $300.00. The invoice for July 2025 needs to have a credit/refund of $200.00. The August 2025 needs a credit/refund of $200.00 plus $80 for late fee added to this invoice, the late fee in the admission agreement is $10.00 per day and this invoice was

billed at $150.00 for 7 days which can only be $10.00 per day for 7 days a total of $70.00, a total credit/refund of $280 for August 2025. The September 2025 invoice needs a credit/refund of $200.00. As of October 2025- December 2025 the Basic services increase can be billed and the total of $5300.00 is valid for billing for Basic Services and Care Fees for those months.

On the invoices for January-May 2026 the facility billed the correct amounts of $5300.00 then an eviction notice was given to the RP for failure to pay Basic Services and Care Fees from April of 2026-May 2026, RP was notified that billing would be at $175.00 per day until the date of move out which is less then the $5300 for basic services and care fees so no increased notification needed to be sent due to a decrease in the monthly fee to $175.00 per day. The Administrator is working with the RP to find placement and will continue to bill at $175.00 per day until the residents' belongings are removed from the room at the facility. LPA reviewed the eviction in June of 2026, and it meets the requirement for a lawful eviction.
A Credit/Refund to RP for basic services and care fees is $250 for 10/23, $250.00 for 11/23, $300.00 for 06/25, $200.00 for 07/25, $280.00 for 08/25, and $200.00 for 09/25 for a total refund/credit of $1480.00 to RP's outstanding balance due. Based on evidence this allegation is **Substantiated** at this time.

Exit interview conducted, deficiency cited, copy of report and appeal rights printed for Administrator.

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Control Number 29-AS-20260710085145

FACILITY NAME: GARDEN VIEW INN **FACILITY NUMBER:** 405802287
DEFICIENCY INFORMATION FOR THIS PAGE: **VISIT DATE:** 08/04/2026

Deficiency Type POC Due Date / Section Number	DEFICIENCIES	PLAN OF CORRECTIONS(POCs)
Type B 08/11/2026 **Section Cited** CCR 1569.655(a)	(a)...increases the rates of fees for residents or makes increases in any of its rate structures..., the licensee shall provide no less than 90 days' prior written notice to the residents or the residents' representatives...amount of the increase...reasons for the increase,... (Prior to 01/2025 60-Day) This requirement was not met as evidenced by:	Administrator will review Admission Agreements update required regulations, review Health & Safety codes 1569.655 and 1569.657 regarding increase requirements, provide a statement of understanding and a credit invoice of $1480 to RP and provide to CCL
	Based on record review the Licensee did not comply with the regulation above R1's RP was increased prior to 60 and 90 days required by regulation which poses a potential personal rights risk of residents in care.	

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Failure to correct the cited deficiency(ies), on or before the Plan of Correction (POC) due date, may result in a civil penalty assessment.

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