

Rental Housing Committee
Tentative Appeal Decision

Petitions C24250040, C24250044, and C24250049

The Rental Housing Committee of the City of Mountain View (the "**RHC**") finds and concludes the following:

I. Summary of Proceedings

Initial Petitions

On February 12, 2025, Tenant Victor Negrete ("Mr. Negrete") filed a petition for downward adjustment of rent related to Unit [REDACTED] of the apartment complex located at 620 Alamo Court, Mountain View (the "**Property**"). On March 27, 2025, Tenant Diana Steele ("Ms. Steele") filed a petition for downward adjustment of rent related to Unit [REDACTED] located at the Property (together, Ms. Steele and Mr. Negrete, the "**Petitioners**"). On May 8, 2025, Mr. Negrete filed an additional petition for downward adjustment of rent related to his unit. The Property is owned by Roberto Lo ("**Respondent**"), and Respondent was represented by David Orvick¹ ("**Property Manager**"). Petitioners and Respondent are collectively referred to herein as the "**Parties**". On May 20, 2025, the Hearing Officer, pursuant to Chapter 4(J) of the regulations implementing the Community Stabilization and Fair Rent Act ("CSFRA"), issued a Notice of Consolidation of Petitions (Hearing Officer Exhibit #2) consolidating the three (3) petitions regarding units located at the same Property (the consolidated petitions, the "**Petition**"). On May 13, 2025, the Hearing Officer issued a Notice of Prehearing Meeting and Hearing Date (Hearing Officer Exhibit #3) with a hearing date of June 11, 2025 (the "**Hearing**"). The Petitioners and Property Manager appeared at the June 11 hearing.

The Petition requested a downward adjustment of rent on the basis that Respondent had (1) decreased housing services by (i) removing the pool, (ii) removing a covered parking space ("carports") and eliminating a second, unassigned parking space for each unit, and (iii) removing the storage units located at the covered parking spaces and failing to provide a sufficient, corresponding decrease in rent, and that Respondent had (2) decreased housing services by allowing Mr. Negrete's neighbor to harass Mr. Negrete and failing to protect Mr. Negrete's quiet enjoyment of his unit.

On May 28, 2025, the Hearing Officer held a pre-hearing conference via Zoom. Petitioners and Property Manager attended the pre-hearing conference. The Hearing Officer explained the need for the submission of any names of witnesses for Respondent and Petitioners, as well as the need for Respondent to submit a proper Authorized Representative form if Respondent wished Property Manager to represent Respondent at the Hearing. The Hearing Officer and the Parties also discussed the administrative procedure that would be followed at the Hearing. The Hearing Officer issued a Prehearing Order and Summary on May 28, 2025 (Hearing Officer Exhibit #4).

The Hearing was held via Zoom on June 11, 2025. Petitioners and Property Manager were present. Mr. Anthony Ponce of Hannah Translations and Ms. Alitcel Camacho of the Rent Stabilization Division assisted

¹ Mr. Orvick verbally represented at the Hearing that he was Respondent's representative, however Respondent did not complete the proper Authorized Representative form until mid-October 2025. For the purposes of this Appeal, Mr. Orvick will be referred to as "Property Manager."

with Spanish language interpretation. The Hearing Officer issued a First Post-Hearing Order on July 28, 2025 directing Respondent to submit additional evidence by August 1, 2025 (Hearing Officer Exhibit #10). The Hearing Officer issued and served her decision on September 1, 2015 ("**HO Decision**").

Appeal

CSFRA Section 1711(j) states in part that "[a]ny person aggrieved by the decision of the Hearing Officer may appeal to the full Committee for review." Regulation Chapter 5 Section H(5)(a) provides that the RHC "shall affirm, reverse, or modify the Decision of the Hearing Officer, or remand the matters raised in the Appeal to a Hearing Officer for further findings of fact and a revised Decision" as applicable to each appealed element of the decision.

Mr. Negrete ("**Appellant-Petitioner**") submitted a timely appeal of the HO Decision on September 19, 2025 ("**Petitioner Appeal**"). The Property Manager submitted a timely appeal of the HO Decision on September 19, 2025 ("**Respondent Appeal**") on behalf of the Respondent ("**Appellant-Respondent**").

II. Summary of Hearing Officer Decision

The Hearing Officer issued a detailed decision on the Petitions summarizing the evidence and making findings of fact and conclusions of law. The Hearing Officer found the following:

1. Petitioners had met their burden of proof to show they had suffered a reduction in housing services without a corresponding reduction in rent.
2. Respondent's voluntary reduction in rent of \$73.00 per month for each Petitioner was insufficient and did not take into consideration the inconvenience of replacing the removed housing services.
3. Petitioners previously each had an assigned carport parking space, and both Petitioners had access to a second, unassigned, uncovered parking space at the Property. Due to the Respondent's construction activity, Petitioners currently only have access to a single, uncovered parking space.
4. Petitioners are each entitled to a monthly reduction of \$25.00 per month for the loss of the pool, \$165.00 per month for the loss of the carports, and \$162.00 per month for the loss of storage lockers, for a total monthly reduction in rent of \$352.00.
5. Mr. Negrete had met his burden of proof to show that Respondent had failed to act diligently to protect Petitioner's right to quiet enjoyment of his unit, and Mr. Negrete is awarded a monthly rent reduction of \$165.66.
6. In sum, Ms. Steele is awarded \$2,598.33 as a refund for a decrease in housing services, and Ms. Steele's lawful rent amount shall be adjusted down to \$1,843.00 per month.
7. In sum, Mr. Negrete is awarded \$2,598.33 as a refund for decrease in housing services related to the loss of the pool, carports, and storage lockers; and Mr. Negrete's lawful rent amount shall be adjusted down to \$1,506.00. Mr. Negrete is awarded \$3,093.09 for decrease in housing services related to the loss of quiet enjoyment of his unit, based on a monthly reduction in rent of \$165.66 and Mr. Negrete's lawful rent amount shall be further adjusted down to \$1,340.34 for each month

the quiet enjoyment matter remains unresolved. Upon resolution of the quiet enjoyment issue, Mr. Negrete's rent will increase to \$1,506.00.

III. **Appealed Elements of Hearing Officer Decision**

Regulation Chapter 5 Section H(1)(a) states that "[t]he appealing party must state each claim that he or she is appealing, and the legal basis for such claim, on the Appeal request form." Section III of this Appeal Decision identifies the elements of the Decision that are subject to appeal by the Petitioner. The Appeal Decision regarding each appealed element is provided in Section IV of this Appeal Decision.

The Appellant-Petitioner raised the following 3 issues on appeal:

- A. **The Hearing Officer erred in awarding only \$165.00 per month for the loss in parking spaces.** Appellant-Petitioner asserts the Hearing Officer did not take into consideration the increased wear and tear on vehicles parked in an open air lot.
- B. **The Hearing Officer erred in awarding only \$162.00 per month for the loss of the storage space.** Appellant-Petitioner asserts the Hearing Officer did not take into consideration the cost and inconvenience of transporting personal items to and from the new storage unit.
- C. **The Hearing Officer erred in awarding only \$165.66 per month for the loss of quiet enjoyment of the unit.** Appellant-Petitioner asserts the \$165.66 reduction in rent is not worth the loss of quiet enjoyment and loss of peace of mind.

The Appellant-Respondent raised the following 2 issues on appeal:

- A. **The Hearing Officer erred in finding a reduction in housing services related to loss of a second parking space.** Appellant-Respondent asserts neither Petitioner was entitled to a second parking space per the lease agreements and therefore should not be awarded any reduction in rent on this basis.
- B. **The Hearing Officer erred in awarding \$162.00 per month for the loss of the storage space.** Appellant-Respondent contends that Hearing Officer did not base her award amount on the cost of an average self-storage unit available in Mountain View.

IV. **Decision Regarding Appealed Elements in Petitioner Appeal**

- A. **The Hearing Officer did not err in awarding \$165.00 per month for the loss of the parking spaces.**

A Hearing Officer is authorized to decrease the "amount of the rent adjustment attributable to each...decrease in housing services" and must include the Hearing Officer's "basis for each rent adjustment ordered" (CSFRA Regulations Chapter 5(F)(2)(a)).

Here, the Hearing Officer awarded Petitioners a downward rent adjustment for the loss of the parking spaces on the basis that the nearest reserved parking spaces (that allow for overnight parking) are available at the Caltrain Mountain View station. A daily parking pass at the Caltrain Mountain View station is \$5.50 per day and is valid for 24 hours. The Hearing Officer used an average of 30 days per month to arrive at a monthly average of \$165 per month ($\$5.50 \times 30 = \165.00). The Hearing Officer conducted her

own research about potential suitable alternatives and also noted that neither Party offered evidence of an alternative overnight parking provider nearby the Property other than the Caltrain station (HO Decision, page 11).

By eliminating Petitioners' ability to use a second parking space at the Property, Respondent is forcing Petitioners – each owning more than one car – to expend time, effort, and money should Petitioners choose to opt for a parking space at the Caltrain station – when they previously had the convenience of parking their second car at their apartment building.

Appellant-Petitioner argues that the Hearing Officer did not take into sufficient consideration the additional wear and tear on a vehicle that now must be parked in an uncovered parking space. Although the Hearing Officer did not assign a specific amount of money related to the now-uncovered parking spot, the Hearing Officer did acknowledge that the loss of the parking spaces results in an increase in "time, inconvenience, and money" (HO Decision page, 11).

A Hearing Officer is not required to evaluate every single viable alternative to a housing service eliminated by a landlord. Rather, a Hearing Officer is required to demonstrate a reasonable and justifiable basis for a downward adjustment of rent due to a decrease in housing services. By factoring the average cost of an available parking alternative (which Petitioners may or may not utilize on a given day), the Hearing Officer has done just that.

B. The Hearing Officer did not err in awarding \$162.00 per month for the loss of the storage space.

In deciding the value of the decrease in housing services due to the loss of the carport storage unit, the Hearing Officer again demonstrated a reasonable and justifiable basis for the downward adjustment of rent.

The Hearing Officer awarded a downward adjustment of rent of \$162.00 per month due to the loss of the carport storage spaces as follows: \$137.00 per month for the storage facility and \$25.00 per month for gas and time to travel to and from a storage facility several times a month for a total of \$162.00 per month. The Hearing Officer evaluated the Property Manager's testimony that equivalent storage spaces are available in the range of \$20.00 - \$35.00 per month, Ms. Steele's testimony that the cheapest storage unit available cost \$120.00 per month, and conducted her own research to find a range of small storage units priced between \$96.00 to \$178.00 per month (HO Decision, pages 11-12). The Hearing Officer concluded that an appropriate remedy would be an average cost of a 5x5 foot rental unit in the City of Mountain View – that is the average of \$96.00 and \$178.00, which is equal to \$137.00.

Appellant-Petitioner asserts in his appeal that the Hearing Officer did not take into consideration the inconvenience of traveling to and from the storage unit (which Mr. Negrete must do the days he works in order to retrieve his tools in storage), however the Hearing Officer specifically allowed for an additional \$25 per month specifically for the "gas and time to travel to and from the storage facility" (HO Decision, page 12).

A Hearing Officer is not required to base her valuation of a decrease in housing services based on the actual cost to tenant to replace the decreased housing service. (Here Mr. Negrete submitted evidence that he pays \$209.00 per month for replacement storage. (Unit [REDACTED] Tenant Exhibit #8).) A Hearing Officer must only show a logical basis for the amount awarded for a decrease in housing service.

C. The Hearing Officer did not err awarding \$165.66 for the loss of quiet enjoyment.

Inherent in every lease in California is the right of a tenant to "quiet enjoyment" of their leased property. See California Civil Code Section 1927. A tenant has the right to use and enjoy their rental unit in peace and quiet, free from unreasonable disturbances or interference. The Hearing Officer found that Mr. Negrete had met his burden of proof to show that the loud, aggressive behavior of Mr. Negrete's neighbor significantly interfered with Mr. Negrete's enjoyment and use of his unit, and that Respondent had failed to sufficiently respond once on notice from Mr. Negrete. The noise disturbances alone represented a disturbance that is greater than the everyday noises that are inherent when living in an apartment complex with multiple stories. Note that the Respondent has not chosen to appeal Hearing Officer's decision regarding the loss of quiet enjoyment of the unit.

Placing a monetary value on the interference with the quiet enjoyment of one's unit can be challenging, but a Hearing Officer is held to the same standards of providing a reasonable and justifiable basis for the amount of reduction in rent ordered.

Here, the Hearing Officer justified the \$165.66 adjustment of downward rent on the following basis: the Hearing Officer reasoned Mr. Negrete suffered disturbances during the nights for approximately 8 hours a day for 10 days per month (80 hours per month). An average 30-day month has 720 hours ($30 \times 24 = 720$), and $80/720$ represents 11% of a given month that Mr. Negrete's quiet enjoyment of his unit was greatly disturbed. The Hearing Officer used the rent amount adjusted downward from the loss of the pool, storage unit, and parking as her base: \$1,506.00. Eleven percent (11%) of 1,506.00 is \$165.66, for a new revised rent of \$1,340.34 as long as the disturbances from the neighbors remain an ongoing issue.

Petitioner had originally asked for a \$1,785.40 reduction in rent due to the loss of quiet enjoyment (a 96% reduction in rent from Petitioner's original rent of \$1,858.00). While the Petitioner may value the loss of quiet enjoyment at this high rate, the Hearing Officer is bound by the CSFRA and its implementing regulations to provide a reasonable basis for a downward adjustment of rent. The Hearing Officer's downward adjustment of \$165.66 is reasonable and justified.

V. Decision Regarding Appealed Elements in Respondent Appeal

A. The Hearing Officer did not err in categorizing the loss of a second parking space as a housing service.

The Hearing Officer did not err in finding a reduction in housing services related to the conversion of one assigned, covered parking space to an uncovered parking space, and the loss of the second, unassigned parking space.

Appellant-Respondent argues that each Petitioner's lease only provided for a single assigned parking space, not two. The use of the second parking space was a "courtesy" (Hearing record, 00.43.45). The Petitioners are entitled to a single parking space per the written lease, and Petitioners continue to have use of a single parking space. Thus, Appellant-Respondent argues, no additional decrease in rent should be awarded based on the loss of the second parking space.

Pursuant to the CSFRA Section 1702(h), "housing services" includes "any benefit, privilege or facility connected with the use or occupancy of any Rental Unit". The definition of a "housing service" is not limited to the four corners of the lease agreement. The use of the second parking space, which was

allowed pursuant to a verbal agreement between Respondent's predecessor in interest (Hearing record, 00.46.45), is accurately classified as a privilege connected with the use of Petitioner's units. While these second parking spaces were not assigned parking spots, the opportunity to park a second car was a valuable benefit that both Petitioners took advantage of. (Ms. Steele valued change in parking accommodations at \$165 per month, and Mr. Negrete at \$405.00 per month.)

The Hearing Officer correctly categorized the loss of the covered parking space, and the loss of the second parking space altogether as a "housing service" for which she justified a downward adjustment in rent.

B. The Hearing Officer did not err in awarding \$162.00 per month for the loss of the storage space.

See Section IV(B) of this Appeal Decision for a discussion on why the Hearing Officer's reduction in rent due to the loss of storage units is not in error.

Appellant-Respondent argues that the prices for a 5x5 Public Storage unit range from \$74.00 - \$120.00, not \$96.00 - \$178.00. However, Respondent provided no evidence before, during, or after the Hearing while the hearing record was held open, aside from a statement made by the Property Manager during the Hearing when explaining that they gave Petitioners a reduction of \$35.00 per month, and that "now if you look at the website [of a Mountain View storage facility], those units are \$20 per month" (Hearing recording, 00.49.03). However, Respondent did not follow up with any additional evidence (for example in the form of a screenshot or other evidence showing the storage units were in fact available at the price quoted) or even provide the name of the storage facility so the information could be independently verified, to counter the Hearing Officer's own research or Petitioner's evidence of paying over \$200 per month in storage fees.

VI. Conclusion

As detailed above, the RHC denies the Petitioner Appeal and Respondent Appeal in their entirety and affirms the HO Decision in its entirety:

1. Ms. Steele is entitled to a total downward adjustment of rent to a Base Rent amount of \$1,843.00, representing a monthly downward adjustment of \$25.00 for the elimination of the pool, \$165 for the elimination of the carports and loss of the second parking space, and \$162 for the elimination of the storage spaces.
2. Mr. Negrete is entitled to a total downward adjustment of rent to a Base Rent amount of \$1,340.34, representing a monthly downward adjustment of \$25.00 for the elimination of the pool, \$165 for the elimination of the carports and loss of the second parking space, and \$162 for the elimination of the storage spaces, and \$165.66 for the loss of quiet enjoyment. If and when Respondent provides evidence that the issues related to Mr. Negrete's neighbors has been solved and that Mr. Negrete once again enjoys full use and enjoyment of his unit, Mr. Negrete's Base Rent shall be adjusted upwards to \$1,506.00.
3. The total amount owed to Ms. Steele pursuant to this Appeal Decision is \$3,621.33 based on the updated award schedule attached.²

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4. The total amount owed to Mr. Negrete pursuant to this Appeal Decision is \$7,434.37 based on the updated award schedule attached.
5. Absent an action for writ of administrative mandamus, the total amount owed to Petitioners is due and payable to Petitioners immediately. If Petitioners fail to receive a full refund from Respondent within thirty (30) days after this decision becomes final, Petitioners may withhold rent payments until such time Petitioners has withheld a total of amount of the refund due. If either of the Petitioners vacates the Property prior to recovering from Respondent the total refund amount, then the remaining balance shall be come immediately due and owing no later than the date on which such Petitioner vacates the Property. In such case, if Respondent fails to provide such Petitioner with the remaining balance on or before the date on which such Petitioner vacates the Property, such Petitioner shall be entitled to a money judgment in the amount of the unpaid payments in an action in court or any other administrative or judicial or quasi-judicial proceeding.
6. The payments and credits to Petitioners as set forth herein shall be enforceable as to any successor in interest or assignees of Respondent.
7. If a dispute arises as to whether any party to this Appeal has failed to comply with this Appeal Decision, any party may request a Compliance Hearing pursuant to CSFRA Regulations, Chapter 5 Section (J)(1).

Hearing Officer Decision re Failure to Maintain Habitable Premises and Reduction in Housing Services or Maintenance

Habitability/ Housing Service Reduction Issue	Month/Year Issue Began	Month/Year Issue Resolved	Number of Months Issue Persisted	Number of Days Issue Persisted	Monthly Rent	Percentage Reduction	Monthly Reduction as Awarded by Hearing Officer (\$)	Daily Reduction (\$)	Landlord Monthly Reduction (\$)	Difference in Reduction	Total Rent Reduction Awarded
Removal of Pool	3/27/2024	3/31/2024	0	4	\$ 1,858.00	NA	\$ 25.00	\$ 0.83	\$ -	\$ 25.00	\$ 3.33
	4/1/2024	11/20/2025	19	20	\$ 1,858.00	NA	\$ 25.00	\$ 0.83	\$ 13.00	\$ 12.00	\$ 236.00
Removal of Parking Space	11/1/2024	11/20/2025	12	20	\$ 1,858.00	NA	\$ 165.00	\$ 5.50	\$ 25.00	\$ 140.00	\$ 1,773.33
Removal of Storage	11/1/2024	11/20/2025	12	20	\$ 1,858.00	NA	\$ 162.00	\$ 5.40	\$ 35.00	\$ 127.00	\$ 1,608.67
Quiet Enjoyment	4/16/2024	10/31/2024	6	16	\$ 1,845.00	11%	\$ 202.95	\$ 6.77	NA	NA	\$ 1,325.94
	11/1/2024	7/31/2025	9	0	\$ 1,785.00	11%	\$ 196.35	\$ 0.00	NA	NA	\$ 1,767.15
Quiet Enjoyment	8/1/2025	11/20/2025	3	20	\$ 1,785.00	11%	\$ 196.35	\$ 6.55	NA	NA	\$ 719.95
TOTAL HABITABILITY/HOUSING SERVICE REDUCTION AWARD DUE TO PETITIONER*											\$ 7,434.37

* The total does not include the potential amounts overpaid after 11/20/2025

TOTAL REFUND OWED TO PETITIONER*** \$ 7,434.37

Credit Schedule

Month/Year of Rent Payment	Unpaid Rent Owed to Landlord	Rent Credited to Petitioner	Total Payment to be Paid by Petitioner
12/1/2025	\$ 1,340.34	\$ 1,340.34	\$ -
1/1/2026	\$ 1,340.34	\$ 1,340.34	\$ -
2/1/2026	\$ 1,340.34	\$ 1,340.34	\$ -
3/1/2026	\$ 1,340.34	\$ 1,340.34	\$ -
4/1/2026	\$ 1,340.34	\$ 1,340.34	\$ -
5/1/2026	\$ 1,340.34	\$ 732.67	\$ 607.67
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL***		\$ 7,434.37	

** The total does not include the potential amounts overpaid after 11/20/2025

Refund Schedule

Month/Year Refund Due	Overpayment Type	Refund Due
12/20/2025		\$ 7,434.37
TOTAL		\$ 7,434.37

