

CITY OF MOUNTAIN VIEW RENTAL HOUSING COMMITTEE**WRITTEN DECISION****PURSUANT TO REGULATION CHAPTER 5, SEC. F****UNDER THE COMMUNITY STABILIZATION AND FAIR RENT ACT (“CSFRA”)**

Rental Housing Committee Case Nos.:	C24250040 (Petition B by [REDACTED]) C24250044 (Petition B by [REDACTED]) C24250049 (Additional Petition B by [REDACTED]) Consolidated for hearing
Property Address:	620 Alamo Court
Affected Units:	[REDACTED] and [REDACTED]
Petitioner Tenant Name(s):	Victor Negrete [REDACTED] and Diana Steele [REDACTED]
Respondent /Owner Name(s)	Roberto Lo
Hearing Officer:	E. Alexandra DeLateur
Date of Pre-Hearing Conference:	May 28, 2025, at 2:00 p.m. (via Zoom)
Date of Hearing:	June 11, 2025, at 11:00 a.m. (via Zoom)
Date of Mailing:	(See Attached Proof of Service)

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

1. The petitions under the Community Stabilization and Fair Rent Act (CSFRA) in the above cases (the “Petitions”) were filed by Victor Negrete (“Petitioner” or “Mr. Negrete”) and Diana Steele (“Petitioner” or “Ms. Steele”) on or about February 12, 2025, and March 27, 2025, respectively. A Notice of Acceptance along with the Follow-Up Information was served on all parties on May 9, 2025.
2. On about May 8, 2025, Petitioner Negrete filed a separate petition based on the Respondent’s alleged failure to provide and take action to protect the Petitioner’s quiet enjoyment of his Unit due to the ongoing harassment, noise, and unpleasant interactions with the tenants of the upstairs unit, Unit [REDACTED].
3. The Petitions were consolidated for hearing by the program administrators based on, in part, common complaints, concerns, and facts presented in these Petitions by two tenants who rent units on the same property.
4. A Notice of Prehearing Meeting and Hearing Date was served along with a Hearing Information sheet, assigning E. Alexandra DeLateur as the hearing officer and setting a consolidated Hearing on June 11, 2025, with a Prehearing Meeting on May 28, 2025.
5. Petitioners and David Orvick of Orvick Management Group appeared at the Prehearing Meeting on May 28, 2025. Mr. Orvick had not submitted a written Representative

Authorization form to appear on behalf of Respondent but stated that he would do so. A Prehearing Summary and Order was served on all parties on May 30, 2025.

6. The Petitioners and Mr. Orvick appeared at the hearing on June 11, 2025, where witnesses Victor Negrete, Diana Steele, and David Orvick, were sworn in and provided testimony.
7. On June 11, 2025, Mr. Orvick filed a Representative Authorization form designating himself as the representative of owner Robert Lo for this hearing process; however, the owner did not sign the form. Mr. Orvick stated under oath that he was authorized to appear for the owner, Mr. Lo, and would provide the written authorization later.
8. The hearing record closed on June 11, 2025, at the conclusion of the evidentiary hearing.
9. City Staff followed up with Mr. Orvick several times and requested the Representative Authorization form after the hearing, but Mr. Orvick did not respond in any way.
10. On July 25, 2025, the hearing officer issued a post-hearing Order requesting that Mr. Orvick provide a copy of the Notice of Termination and verification of an unlawful detainer lawsuit against the tenants in Unit [REDACTED]. The deadline for providing said information was August 1, 2025.
11. As of August 6, 2025, Mr. Orvick has not submitted the requested information in the post-hearing Order, the fully executed Representative Authorization form, or any documentation in support of this petition process.
12. The Respondent owner/landlord has not designated any other representative for this matter.

II. PARTIES WHO ATTENDED THE HEARING

The following persons attended the Hearings:

Petitioner(s): Victor Negrete, tenant [REDACTED] ("Petitioner Negrete", "Tenant" or "Petitioner")

Diana Steele, tenant [REDACTED] ("Petitioner Steele", "Tenant" or "Petitioner")

Respondent(s): David Orvick ("Mr. Orvick" or "Property manager")

City of Mountain View Representatives:

[REDACTED], Spanish interpreter from Hanna Translations

Alitcel Camacho, Analyst I, Rent Stabilization Division

Observer: Danaya Thomas, Analyst II, Rent Stabilization Division

III. WITNESSES

Petitioners, Victor Negrete and Diana Steele, and David Orvick, property manager for Respondent, were sworn in and presented testimony and evidence at the hearing.

Based on the fact that Respondent failed to submit a properly executed Representative Authorization form, Mr. Orvick will be treated as a witness with personal knowledge of certain facts, rather than the owner's representative for the purposes of this decision.

IV. SUMMARY OF THE ARGUMENTS BY THE PARTIES

Common issues for Petitioners in Units [REDACTED] and [REDACTED]:

Petitioners:

Both Petitioners requested review of rent based on a reduction in three (3) types of housing services. First, the tenants were informed that the pool would be closed and removed permanently. Second, the tenants were informed that their assigned, covered parking spaces ("carport") would be eliminated. Third, the tenants were informed that the small storage lockers attached to the covered parking spaces would be eliminated. By letter dated February 13, 2025, Mr. Orvick, on behalf of the Respondent, offered to reduce the monthly rent by \$73.00 to offset these reductions in service. The Petitioners do not believe that the reduction of rent by \$73.00 per month is a sufficient "corresponding reduction in rent" under the CSFRA to compensate them for the reductions in service.

Respondent:

Respondent sent Mr. Orvick to respond to the consolidated hearing on the Petitions but did not submit a properly executed Representative Authorization form.¹ However, the Respondent's position will be summarized here for better understanding of the dispute. Mr. Orvick had personal knowledge of many important facts, including an explanation for the basis for each rent reduction by the management. He stated that a family membership is available at a City of Mountain View pool for \$155.00 per year based on his online research. For parking, he said that one assigned, covered parking space under a carport was included in the rental agreement for each of the Petitioners. There was also unassigned parking offered as a courtesy, but now there remains one parking space available for each one-bedroom unit so there is no significant loss of parking. Lastly, he explained that Respondent searched for similar storage units for rent and most were larger than the lockers in the carports. The value quoted for a 5.5 foot by 6.5-foot storage rental in Mountain View was \$35.00 or less. Therefore, the monthly rent reduction of \$73.00 included \$13.00 for the pool service, \$25.00 for the covered parking space, and \$35.00 for the lost storage locker which Respondent believes is a fair reduction in rent for the reductions in housing services.

Additional issue for Unit [REDACTED]

¹ At the hearing on June 11, 2025, Mr. Orvick represented that he had verbal authority from the owner to participate in the hearing. The hearing officer explained that the authorization form must be signed by the owner and his representative, not simply Mr. Orvick as manager. He was asked to provide a properly executed form as soon as possible following the hearing. After several follow up inquiries by the Rent Stabilization Division staff, no such properly executed form has been submitted.

Petitioner Negrete:

The Petitioner in Unit [REDACTED] also allege that they have suffered a reduction in housing services or failure to repair and maintain the Unit due to an ongoing alleged noise and harassment problem between them (Unit [REDACTED] and its upstairs neighbors in Unit [REDACTED] resulting in a disruption of their quiet enjoyment of their Unit.

Respondent:

Mr. Orvick acknowledged escalating issues between the tenants in Unit [REDACTED] directly above Unit [REDACTED] and the Petitioners, Mr. Negrete and his wife, Ms. Martinez. He testified that there was an attempt to informally solve the dispute but that the tenants in Unit [REDACTED] changed their minds about the resolution. Then, he stated that Respondent hired an attorney to begin the eviction process against those tenants. He testified that it takes time to get through the eviction process. Unfortunately, Respondent failed to provide any documentation to support Mr. Orvick's testimony despite opportunities to do so.

Burden of Proof for Tenant Petitions:

The Petitioner bears the burden of proof regarding the Petition's request for relief by a preponderance of the evidence. *CSFRA Regulations, Chapter 5, Sections G, subsections (2) and (3)*. Stated differently, Petitioner must establish that the facts presented are "more likely true than not true" (i.e., there is a 51 percent likelihood).

Evidence Presented:

A list of exhibits is attached as Attachment 1 and incorporated herein. Respondent did not submit any documentary evidence for consideration. There being no sustained objections to the evidence presented by the Petitioners, all evidence that was offered was admitted into the record and will be accorded appropriate weight.

V. ISSUES PRESENTED

Based on all three (3) consolidated Petitions, the issues presented are:

1. For both Units [REDACTED] and 25, was there a "corresponding reduction in rent" for the loss of housing services related to a) closure of the pool, b) elimination of the carports, and c) elimination of the storage lockers included in the carports?
2. If the Respondent's voluntary monthly rent reduction of \$73.00 is not a "corresponding reduction in rent," what is a proper monthly rent reduction for the tenants of this property?

For Unit [REDACTED]'s supplemental Petition No. C24250049:

3. Was there a reduction in housing services/failure to maintain Unit [REDACTED] regarding the noise and harassment dispute between the tenants of Unit [REDACTED] and Unit [REDACTED]
4. If so, what is the appropriate remedy?

SUMMARY OF THE DECISION

After reviewing the evidence and arguments presented by the parties regarding the reduction in housing services regarding the pool, carports, and storage lockers, the hearing officer holds that the Petitioners have met their burden to show that they have suffered a reduction in housing services *without a corresponding reduction in rent*. CSFRA section 1710(c) requires a corresponding reduction in rent or the reduction in housing services is deemed an unlawful rent increase. The calculations by the Respondent to support its reduction of monthly rent of \$73.00 did not consider the inconvenience for tenants and challenges of replacing the lost housing services. This decision concludes that the corresponding reduction in monthly rent should be a) \$25.00 for the pool, b) \$165.00 for loss of the carports, and c) \$162.00 for the loss of the storage lockers for a total reduction in monthly rent of \$352.00.

With regard to the supplemental Petition by Unit [REDACTED] regarding the dispute with tenants in Unit [REDACTED] the Petitioner met the threshold question of whether quiet enjoyment is included in the housing services protected by the CSFRA and subject to a petition under Section 1710(c). Plaintiff also met his burden of proof to show that the Respondent had failed to act diligently to protect Petitioner's right to quiet enjoyment of Unit [REDACTED]. Respondent provided limited evidence in the form of Mr. Orvick's testimony. The testimony presented by Mr. Orvick showed that the Respondent is concerned and took some actions to address Petitioner's complaints, but Respondent failed to provide any documentary proof of the eviction of the tenants in Unit [REDACTED]. For instance, a notice of termination served on the tenants of Unit [REDACTED] should have been filed with the City's Rent Stabilization Division under CSFRA Regulations Chapter 10, Section C, but there is no record of it being filed. The post-hearing order offered the Respondent an opportunity to show that it had been served and that an unlawful detainer action (eviction) had been initiated. Unfortunately, Respondent did not respond to the Order.

Therefore, Petitioner Negrete is awarded \$3,093.09 through July 31, 2025, plus a continuing monthly rent reduction of \$165.66 until the matter is resolved.

VI. FINDINGS OF FACT AND FINDINGS OF FACT SUPPORTING THIS DECISION

1. On or about October 21, 2009, Petitioner Negrete entered into a written rental agreement with the Alamo Park Association (landlord) for a six-month period for Unit [REDACTED] (two-bedroom unit) commencing November 1, 2009, at the monthly rent of \$1,250.00 which included an assigned parking space in Building 1, Garage [REDACTED]

² Respondent failed to authorize his property manager to represent him at the hearing or submit any documentary evidence for consideration. After the hearing, the hearing officer issued a post-hearing order for documents showing that the unlawful detainer (eviction) for Unit [REDACTED] is underway. Respondent failed to respond to that request. Based on the failure to support Mr. Orvick's testimony, the hearing officer cannot conclude that a notice of termination issued or that the unlawful detainer has been filed.

2. On or about November 18, 2020, Petitioner Steele entered into a written rent agreement for twelve (12) months for Unit [REDACTED] (one bedroom unit) commencing January 1, 2021, at the monthly rent of \$2,095.00 which included one covered parking space.
3. Both Petitioners stated that the prior manager verbally assured them that they could use two parking spaces if they had two vehicles, one assigned space under a carport and another in the unassigned, open lot.
4. The cost to park at the Mountain View CalTrain station is \$5.50 per day or \$165.00 per month. [A monthly pass is less but requires a ridership pass as well.]
5. A family membership at a City of Mountain View pool facility costs \$155.00 for unlimited use during a summer swimming season.
6. Both Petitioners stored items in the storage lockers.
7. In the storage locker, Petitioner Negrete stored many tools and items necessary to his work in construction which he accessed early in the morning prior to going to work.
8. In the storage locker, Petitioner Steele stored boxes of holiday decorations, some clothes, exercise equipment, and miscellaneous items.
9. Petitioner Negrete stated that he, and other tenants, stored bicycles in the carports.
10. Respondent eliminated the pool, carports, and storage lockers in order to build an additional eight (8) units on the property.
11. On September 8, 2024, Petitioner Negrete entered into a Voluntary Agreement to Reduce Rent which would temporarily reduce the rent to \$850.00 during construction starting March 26, 2024.
12. By letter dated October 29, 2024, Respondent notified tenants that they must remove all their possessions from the storage lockers, move their vehicles, and remove anything else in the carports no later than November 4, 2024, at 8:00 a.m. when the construction would begin to demolish the carports.
13. Petitioner Negrete rented a small storage unit in Mountain View, a half mile from the property, costing him \$209.00 per month but he received a discount for the first couple of months.
14. A search for small storage units, usually 5 feet by 5 feet and 9 feet tall, revealed a range of prices for the Mountain View area from \$96.11 to \$178.00, often with an introductory low rate for the first month.
15. On February 13, 2025, Respondent, through Mr. Orvick as property manager, sent a letter to all tenants of Alamo Park Apartments stating that they would receive 1) a monthly rent reduction of \$73.00 to offset the loss of the pool, covered parking, and storage, and 2) a one-time rent credit of \$383.00.

16. The one-time rent credit of \$383.00 consists of loss of the pool for eleven (11) months and loss of the carports and storage lockers for four (4) months.
17. According to Mr. Orvick's testimony, the \$73.00 monthly rent reduction consists of reductions for the pool (\$13.00), the parking (\$25.00) and the storage lockers (\$35.00) which are based on research into the value of these housing services or replacement cost for these housing services which were previously included in the rent paid by the Petitioners.
18. Mr. Orvick suggested that alternative parking for tenants with a second vehicle would be nearby street parking, which is a cul-de-sac.
19. Petitioner Negrete and his family have had a dispute with the upstairs neighbors in Unit [REDACTED] since those neighbors moved into their unit in October 2023.
20. Petitioner Negrete has reported the issues with noise and harassment from Unit [REDACTED] numerous times since October 2023.
21. On or about December 24, 2024, the tenants in Unit [REDACTED] harassed the Petitioner Negrete and his family to the point that they called 9-1-1.
22. In March 2025, Petitioner Negrete attempted to mediate the dispute with the tenants in Unit [REDACTED] but the effort did not stop the disturbing behavior by the tenants of Unit [REDACTED]
23. Mr. Orvick testified that he reached an agreement to install some noise-dampening items in Unit [REDACTED] to benefit Unit [REDACTED] but that tenants of Unit [REDACTED] later rejected the ideas, so they were not installed.
24. Mr. Orvick testified that he believes that Respondent initiated eviction proceedings against the tenants in Unit [REDACTED] which have not concluded by the time of the hearing.

VII. LEGAL AUTHORITY

1. CSFRA applicable provisions:

CSFRA section 1710 provides that both tenants and landlords may file a petition on several bases. Tenants may petition for an individual rent adjustment under subsection (b) for failure to maintain a habitable premises, under subsection (c) for a decrease in housing services or maintenance, or under subsection (d) for unlawful rent.

Subsection (c) states "A decrease in Housing Services or maintenance, or deterioration of the Rental Unit beyond ordinary wear and tear, **without a corresponding reduction in Rent, is considered an increase in Rent.** A Tenant may file a Petition to adjust the Rent downward based on a loss in rental value attributable to a decrease in Housing Services or maintenance or deterioration of the Rental Unit. The Petition must specify the circumstances alleged to constitute a decrease in Housing services or maintenance and demonstrate that the Landlord was provided with reasonable notice and an

opportunity to correct in like manner to Petitions filed pursuant to Subsection 1710(b)(2) herein.” [emphasis provided]

2. Definitions applied:

Rent: “All periodic payments and all nonmonetary consideration, including, but not limited to, the fair-market value of goods, labor performed, or services rendered to or for the benefit of the Landlord under a Rental Housing Agreement concerning the use or occupancy of a Rental Unit and premises and attendant Housing Services, including all payment and consideration demanded or paid for parking, Utility Charges, pets, furniture, and/or subletting.” *CSFRA Regulations, Chapter 2(p)*.

Housing Services: “Housing Services include, but are not limited to, repairs, maintenance, painting, providing light, hot and cold water, elevator service, window shades and screens, storage, kitchen, bath and laundry facilities and privileges, janitor services, Utility Charges that are paid by the Landlord, refuse removal, furnishings, telephone, parking, the right to have a specified number of occupants, and any other benefit, privilege, or facility connected with the use or occupancy of any Rental Unit. Housing Services to a Rental Unit shall include a proportionate part of services provided to common facilities of the building in which the Rental Unit is contained.” *CSFRA Regulations, Chapter 2(h)*.

VIII. DISCUSSION

A. Reduction of common housing services for all tenants

The two Petitioners suffered the same reduction of housing services related to the elimination of the pool, the carports, and the storage lockers. These services fall squarely within the definition of “housing services” in CSFRA Regulations, Chapter 2(h). The rental agreements for Petitioner Negrete and Petitioner Steele are quite different and were entered into more than three years apart. However, both rental agreements include use of the pool, assigned parking in a carport, and the use of a storage locker as part of the rent. Therefore, elimination of any of these housing services requires a “corresponding reduction in rent” or the Respondent is deemed to have issued a rent increase. *CSFRA Subsection 1710(c)*

On February 13, 2025, Respondent issued a letter explaining the implementation of a monthly rent reduction of \$73.00 plus a one-time credit of \$383.00 to compensate the tenants for their reduction in housing services. Mr. Orvick stated that the \$73.00 monthly rent reduction consists of reductions for the pool (\$13.00), the covered parking (\$25.00) and the storage lockers (\$35.00) which are based on Respondent’s research into the value of these housing services or replacement cost for these housing services which were previously included in the rent paid by the Petitioners. Mr. Orvick reminded everyone that the outdoor pool is available to tenants for about six months of the year,

depending on the weather. The one-time rent credit of \$383.00 consists of loss of the pool for eleven (11) months and loss of the carports and storage lockers for four (4) months.

The Petitioners filed the instant Petitions to challenge the amount of the monthly rent reduction. They assert that \$73.00 is insufficient to compensate them for the loss of those services. Petitioners researched the nearest pool facilities, storage facilities, and assigned/reserved parking and determined that the inconvenience as well as the costs were greater than \$73.00 per month.

In their Petitions, the Petitioners suggested appropriate monthly rent reductions as summarized below:

Reduced Housing Service	Date Started	Unit [REDACTED] Negrete	Unit [REDACTED] Steele
Pool	3/26/24	\$210	\$57.38
Parking	11/4/24	\$450	\$165
Storage	11/4/25	\$209	\$138.68
Total proposed rent reduction		\$869.00	\$361.06

Petitioner Steele testified that she found that a reasonable gym membership (to access a swimming pool) would cost \$44.00 per month and would be a ten-minute drive away from the apartment complex. She would add the cost of gas (based on IRS mileage allowances) and her time (based on the minimum wage rate of \$16.00 per hour) for driving to and from the gym to that figure. She found that there are Public Storage options approximately two miles away for \$120.00 per month plus the gas and time to travel to and from the storage facility. She found that parking at the CalTrain lot was \$5.50 per day with a 20-minute walk to or from the apartments. The total costs to find an alternative swimming pool, parking, and storage unit were estimated at \$361.06 per month.

Petitioner Negrete echoed that the costs of replacing the reduced services would cost much more than \$73.00 per month. He works in construction and needs to access his storage almost daily for tools and materials. Therefore, he found a storage unit of similar size a half mile away for \$209.00 per month but added costs for his time and gas to visit frequently. His estimate of the total costs to replace the eliminated services was closer to \$869.00 per month.

Both Petitioners testified that Respondent gave them only two days to empty their carports. However, they submitted a letter dated October 29, 2024, which stated that the storage lockers must be emptied by 8:00 am on November 4, 2024. This would allow tenants five days to remove all their possessions. The effect of the short notice meant that the Petitioners had to throw away much of what was stored in their storage lockers since they did not have time to find new storage in time to salvage their possessions.

Furthermore, Petitioner Negrete lost a safe place to park his bicycle when he lost his assigned carport space. The bicycle fits under the locker rather than in it. The rules allowed the bicycle to be stored there. The “comparable” storage recommended by the Respondent would not fit a bicycle inside along with other possessions since the original locker did not fit a bicycle.

Both Petitioners stressed the inconvenience of finding alternatives to the pool, covered parking, and the small storage locker. It is believable that the tenants will be suffering a significant inconvenience, costing them time and money. However, the Respondent is allowed to reduce the services if a corresponding reduction in rent is provided.

Pool

The outdoor pool was available during the warmer seasons for about six months of the year. The tenants could reasonably expect to use it for recreation and some swimming for health. Not all tenants take advantage of the outdoor pool, but it was part of the housing services included in the rent. A gym membership would replace the health aspect of swimming in the pool, but not the recreational aspect that many tenants enjoy when a pool is available in warm months, particularly tenants with children. Neither of these Petitioners described enjoying the pool in detail although Petitioner Steele implied that she would like to join a gym to be able to swim. A family membership to a public pool in Mountain View is most similar to having an outdoor pool available at the apartment complex. The cost of a family membership for the summer at the City’s pools costs \$155.00 for unlimited use between May 24, 2025, and October 19, 2025. A senior resident can purchase a lap swim pass (25 visits) for \$43.00, and an adult (not senior) can purchase the lap swim pass (25 visits) for \$124.00.³

Respondent determined the monthly reduction in rent for the pool by dividing the family membership cost of \$155.00 by twelve months to arrive at \$13.00 per month. Although there are additional costs to travel to and from Eagle Park, Rengstorff Park Aquatic Center, or other City pool, they are small. The tenants may have some gas cost or public transportation cost for travel. The decision is that the Respondent’s reduction in rent for the elimination of the pool was reasonable but should be increased slightly to \$25.00 per month for the inconvenience and travel costs necessary to enjoy a nearby public pool.

Carport/Covered Parking

The testimony from Petitioners indicated that they each had an assigned carport parking space plus they could park a second vehicle in the unassigned open parking spaces on the property. They explained that the prior manager assured them that they could use a second parking space, but their written rental agreements only provide for one assigned carport space per unit. Mr. Orvick testified that each unit retains one assigned parking space now, but that space is uncovered rather than covered. Mr. Orvick said that

³ Mr. Orvick shared the cost of a family recreational pool membership at the hearing. The hearing officer verified this and found the additional information online at the City’s website.

neighboring complexes that charge separately for parking spaces value the service at \$25.00 per month. That analysis is the basis of the management's proposed monthly reduction in rent. The manager also mentioned that the tenants may park on the street by the complex. Apparently, the complex is located on a cul-de-sac which means that there is limited street parking available and many competing vehicles searching for parking.

Petitioner Steele investigated options for nearby reserved parking and found very few. She concluded that the nearest reserved parking spaces were available at the CalTrain station at a cost of \$5.50 per day with a twenty-minute walk to and from the CalTrain facility. If one pays to park everyday (30 days per month), the cost is \$165.00 per month.

The parking that was assigned/reserved for a tenant and was on the property near the rented unit is valuable. The Petitioners still have one assigned parking space near their units, although it is uncovered now. Since their rental agreements include one assigned parking space, they are receiving a portion of their housing services related to parking. However, the courtesy of the second, unassigned parking space is also a housing service which the Petitioners valued, and which Respondent has eliminated in favor of street parking. The fact that nearby properties charge \$25.00 per month for a parking space is only part of the valuation. The convenience of having "open" parking for a second vehicle is important where the street parking is limited and the options for renting another nearby parking space are hard to come by. It is not clear if there are any large-scale garages that the tenants could use near the property, except for the CalTrain parking lot.⁴ The Petitioners were told that they would have the second parking space, and they actually relied on it for a number of years.

Based on the evidence presented, Respondent has undervalued the elimination of the carports and the related limits on the formerly open parking areas. The rent reduction of \$25.00 per month does not correspond to the value of the housing service. It will cost the tenants much more in time, inconvenience, and money to secure a dependable second parking space in the area. Therefore, the proper reduction in monthly rent would be \$165.00 since the only viable option presented was parking at the CalTrain lot or similar facility.

Storage

This is a contested matter of value between the Petitioners and the Respondent. The Respondent valued the elimination of the small storage lockers in the carports at \$35.00 per month in the February 13, 2025, notice to tenants. Mr. Orvick testified that the storage lockers in the carports were smaller than the smallest rentals at self-storage companies which typically start at 5 feet by 5 feet. He stated that he found comparable storage rentals would be \$35.00 or less per month at a facility in Mountain View without revealing the details.

⁴ A Google search for parking space rentals in the City revealed that most spaces are short-term rentals by individuals. If there is a garage or lot nearby the property, no party has presented evidence of it.

Petitioners researched the available storage units in the area. Petitioner Steele found that the cheapest small one at Public Storage was \$120.00 per month. Petitioner Negrete testified that he found one at \$209.00 per month and submitted proof of an invoice. The hearing officer researched online and found the following: a) there are virtually no storage rentals less than 5 feet by 5 feet in size, b) Mountain View self-storage for a 5 X 5-foot unit ranged from \$96.00 to \$178.00 although some facilities offer price promotions to reduce the first month's rent, and c) cheaper storage is available in other surrounding cities to the south, a significant drive from the property. In the search, there were no units available in the range of \$20.00 to \$35.00 per month.

Mr. Orvick is correct that the storage lockers in the carports were small and did not permit storage of larger items, like bicycles. He stated at the hearing that the management had sought out information on the cost of renting a 5.5 foot by 6.5-foot space at a self-storage facility in Mountain View. Management did not direct the tenants to the affordable storage nor did Mr. Orvick share the name of the referenced facilities at the hearing. Therefore, this could not be verified. The Petitioners' testimony was more credible on this topic.

Therefore, based on the Petitioners' testimony and online research, the Respondent's monthly rent reduction of \$35.00 fails to satisfy the requirement that they provide a corresponding reduction in housing services related to the storage lockers. A more appropriate monthly rent reduction is the average cost of a 5X5-foot rental unit in the City of Mountain View (\$137.00) plus \$25.00 for gas and time to travel to and from the storage facility several times a month for a total of \$162.00.

The Petitioners raised the issue of whether the Respondent's notice to remove all items in the carports was reasonable and whether the Respondent is liable for losses related to the short notice. The Respondent served Petitioners with a letter dated Tuesday, October 29, 2024, requiring that the tenants remove their vehicles and any stored items in the carport area, whether inside the storage locker or outside of it, no later than 8:00 am on Monday, November 4, 2024. Essentially, the Petitioners felt that they were given only two days to empty their carports. It is unclear when the letter was served on tenants, but if taken in the best light for Respondent, the tenants were given Wednesday through Sunday (5 days) to remove everything they had in the storage units and carport. This is not sufficient notice for tenants to arrange to discard the items in an organized fashion or to find an alternative storage option and move the items to the new storage facility.

Petitioner Negrete testified that he found a new storage option, but it cost him dearly and was not convenient when he needed to switch tools frequently for his job. He also got rid of his bicycle that he had kept under his storage locker in the carport. Petitioner Steele testified that she discarded a number of valuable items from her storage locker because she did not have enough time to sell them or find new ways to store them. As far as the Respondent's liability is concerned, he could not know the value of items that his tenants store in their storage lockers but he could have given more notice of the

deadline to allow them to manage the change in a more orderly manner. However, the CSFRA does not provide for damages of this nature.

Second Petition for Unit [REDACTED] Noise and Harassment

Petitioner Negrete presented evidence that the tenants in Unit [REDACTED] directly above his Unit had disturbed him and his wife by being intentionally noisy at night, confronting them aggressively when they saw each other outside the units in the common areas, and assaulting them to the point that the police were called. All of Petitioner Negrete's testimony was credible and painted a picture of an unpleasant and sometimes scary situation. He could not sleep well, and his wife became unable to sleep as well, which affected her performance at work. Petitioner Negrete filed this Petition for relief under CSFRA Section 1710(c) because he felt that the management did not take sufficient action to ensure him his right to quiet enjoyment of his Unit since October 2023, when the neighbors moved into Unit [REDACTED]. The problems began soon after moving in. He stated that he complained to the management and asked for help multiple times. Petitioners submitted six written letters to management spanning March 16, 2024, to December 27, 2024, as documentation that management was made aware of the problem. The earlier letters were addressed to the resident manager, Ms. Deborah L. Terzian, while the last letter was directed to Mr. Orvick. Mr. Orvick acknowledged that they were aware of the problem, particularly after 9-1-1 was called to the complex on December 24, 2024.

Mr. Orvick said that management had tried to speak with the tenants, had set up mediation, and had agreed to make modifications to Unit [REDACTED] to dampen or soften noises through the floor above Unit [REDACTED]. Unfortunately, the tenants of Unit [REDACTED] failed to meet their part of the bargain and decided not to allow the modifications to be installed. Mr. Orvick explained that he could not share all the steps he was taking to address this issue with Mr. Negrete because of privacy concerns for the upstairs tenants. However, he shared that the management hired an attorney and is in the process of evicting the upstairs tenants now. The timeline for eviction is unclear since they may respond and go to trial. He wanted the Petitioner to know that the management was not ignoring the issue.

The statutory basis for this supplemental petition is CSFRA Section 1710 (c) for a downward adjustment of rent for a decrease in housing services or maintenance. Housing services is defined in the CSFRA Section 1702(h) and Regulations Chapter 2 (h) to include a myriad of basic services, such as trash removal, repairs, parking, etc. and "...any other benefit, privilege, or facility connected with the use or occupancy of any Rental Unit." The types of services included in the definition are beneficial to the entire community of tenants in a property. Although individual tenants may file a petition under the CSFRA, this is the first time that this hearing officer has heard a petition seeking individual relief for quiet enjoyment relating to one specific unit rather than a service which has been reduced or denied to the community. It is uncontested that the Respondent landlord owes a duty of quiet enjoyment to Petitioner Negrete, but it is not clear that this claim is the type of claim contemplated as a "housing service" under the CSFRA hearing process. This decision holds that quiet enjoyment is a "benefit" or

“privilege...connected with the use and occupancy” of Petitioner Negrete’s Unit. The Petition is proper under the CSFRA.

Based on the testimony by Mr. Orvick, Respondent has taken action to address the noise complaints and harassment claims by Petitioner Negrete and his wife. There are limits to what a landlord may do when the tenants in two adjoining or stacked units are not respecting each other’s needs for quiet enjoyment of their respective units. Here, Mr. Orvick’s testimony described attempts to resolve the dispute informally with consent of the parties, but the agreement did not hold up. Again, Mr. Orvick stated that the Respondent then hired an attorney to start eviction proceedings against the tenants in Unit [REDACTED] which are ongoing. Mr. Orvick’s testimony is a powerful statement about the Respondent’s efforts to deal with Mr. Negrete’s concerns. However, the testimony was not supported by documentation which should have been easy to submit to the hearing officer. The First Post-hearing Order requested a copy of the Notice of Termination that was served on Unit [REDACTED] which is a pre-requisite to filing an unlawful detainer action in court. None was submitted. The Order also asked for information on the unlawful detainer to verify that such a lawsuit was filed.⁵ None was submitted.

Based on the lack of proof to support Mr. Orvick’s testimony, Petitioner Negrete has met his burden of proof to show that the Respondent failed to satisfy their duty to provide quiet enjoyment to Petitioner Negrete and his wife. They described sleepless nights, fear of the tenants from Unit [REDACTED] when they were outside in the common areas, and ongoing frustration with the lack of help from the management. Overall, the couple suffered from lack of sleep due to the loud “dropping” noises above them several times a week for about 10 nights out of the month or 1/3 of the nights in a month. If one assumes that the nights are 1/3 of the total 24-hour period in a calendar day, the value of the sleepless and stressful nights is 8 hours per day for 10 days per month or 80 hours per month out of 720 hours per month (30 days multiplied by 24 hours per day). That results in a loss of 11% of their quiet enjoyment each month.

A rent refund and reduction is awarded to Petitioner Negrete from April 16, 2024⁶, (thirty days after the first letter from Petitioner Negrete to the management with request for help) through July 2025 for an award of \$3093.09-plus continuing into the future at the rate of \$165.66-per month until the matter is resolved by any of the following: 1) the tenants in Unit [REDACTED] move off the property, 2) Mr. Negrete and his wife agree that the matter is resolved, or 3) an independent factfinder determines that the matter is resolved.

⁵ In Santa Clara County, unlawful detainer actions are initially “masked” from public view and cannot be verified until the passage of a set period of time or a judgment is entered. In some cases, the “masking” continues upon request by the tenants or stipulation. Therefore, the hearing officer could not obtain information from the court.

⁶ Mr. Negrete testified that the problems with the tenants in Unit [REDACTED] started earlier, in October 2023, but he proved that he reported the problem to Respondent on March 16, 2024. Then, Respondent is entitled to a reasonable period in which to respond.

IX. DECISION

Reduction in Housing Services:

1. The Petitions for reduction in housing services without a corresponding reduction in rent for the pool, carports, and storage lockers are granted;
 - a) Petitioners Negrete and Steele are awarded a rent reduction of \$25.00 per month for the elimination of the pool from March 27, 2024, and the ledger shall be adjusted to reflect the difference between the Respondent's voluntary monthly rent reduction of \$13.00 and the award in this decision;
 - b) Petitioners Negrete and Steele are awarded a rent reduction of \$165.00 per month for the elimination of the carports and loss of the open parking for a second vehicle from November 1, 2024 and the ledger shall be adjusted to reflect the difference between the Respondent's voluntary monthly rent reduction of \$25.00 and the award in this decision;
 - c) Petitioners Negrete and Steele are awarded a rent reduction of \$162.00 per month for the elimination of the onsite storage lockers from November 1, 2024, and the ledger shall be adjusted to reflect the difference between the Respondent's voluntary monthly rent reduction of \$35.00 and the award in this decision.
2. Pursuant to this decision, the current monthly rent is adjusted downward by \$352.00 per month for each Petitioner, subject to additional adjustments in this decision, and shall be deemed the base rent for any future rent increases, unless there is a further decision on the matter. The landlord has already reduced the rent by \$73.00 per month. This decision further reduces the rent for the elimination of the pool, carports/parking and storage by \$279.00.
3. Based on the calculations of the amounts by which Respondent has already voluntarily reduced monthly rent and the amounts ordered in paragraph 1 pursuant to this decision, the total amount due to each Petitioner is \$2,598.33 through July 31, 2025. If the Petitioners have paid in excess of the adjusted rent for August 2025 or subsequent months by the time this decision is final, the parties shall adjust the ledger to reflect the proper amounts.
4. Current adjusted lawful rent for Petitioner Steele is the rent at the time of filing (\$2,122.00 due to the \$73.00 reduction credited by the landlord) further reduced by \$279.00 for a lawful monthly rent of \$1,843.00.
5. Furthermore, Petition No. C24250049 filed by Petitioner Negrete is granted an additional rent reduction of 11% per month from April 16, 2024 through July 31, 2025 for a total of \$3,093.09 for the issue of quiet enjoyment, plus a continuing monthly rent reduction of \$165.66 until the matter is resolved as described in the decision above.

6. Current adjusted lawful rent for Petitioner Negrete is the rent at the time of filing (\$1,785.00 due to the \$73.00 reduction credited by the landlord) further reduced by \$279.00 as described above to \$1,506.00 and \$165.66 (11% of \$1,506.00) for the loss of quiet enjoyment for a lawful monthly rent of \$1,340.34. Once the issue of quiet enjoyment is fully addressed, the lawful monthly rent will be \$1,506.00.

Decision Guidelines

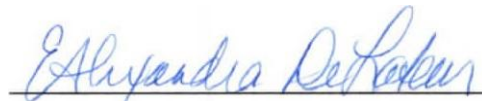
1. Respondent shall (a) refund to each Petitioner \$2,598.33, (b) refund the additional \$3,093.09 awarded to Petitioner Negrete in paragraph 4 above pursuant to Petition C24250049 for a total refund of \$5,691.42 to Petitioner Negrete, plus (c) any additional amounts exceeding the current adjusted lawful rent for the Affected Unit that may have been paid or be paid by Petitioners after August 1, 2025, and as outlined in Attachment 2, Award Schedule, appended hereto.
2. In the event that a Petitioner does not receive full payment of the awards in this decision plus any additional excess rent received after August 1, 2025, from Respondent as ordered in this Decision on or before October 1, 2025 or thirty (30) days after this decision becomes final, whichever is later, Petitioners shall be entitled to withhold rent payments until such time as Petitioners have withheld a total of the awards in this decision plus other ordered amounts for excess rent received after August 1, 2025, less any sums Respondent has paid directly to Petitioners or credited to Petitioners' rent ledger pursuant to this Decision. Petitioners may refer to Attachment 2, Award Schedule, for a Credit Schedule setting forth the amounts Petitioner may withhold. As set forth below, Respondent may not issue a rent increase to Petitioner until Petitioner has received from Respondent all amounts ordered by this Decision to be paid.
3. Furthermore, Respondent shall reduce rent for Mr. Negrete an additional \$165.66 for each subsequent month after July 31, 2025 until quiet enjoyment of his Unit without harassment from the tenants in Unit [REDACTED] is restored;
4. In the event that this Decision is appealed, the final appeal decision shall include an updated refund schedule as applicable. Additionally, if this Decision is appealed, pending the outcome of the appeal, this Decision will not be considered final, and Petitioner shall continue to pay the monthly rent in effect prior to the date of the decision until the appeal decision is final.
5. In the event that either Petitioner(s) or Respondent terminates either Petitioner's tenancy for any reason prior to said Petitioner's receipt of the full refund ordered by this Decision, the total amount then owed shall become due and payable to said Petitioner immediately and if said amount is not paid, Petitioner(s) 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. Subject to Paragraph 7, below, and pursuant to CSFRA Sections 1706(a), (b) and 1707(c), (f), Respondent may not issue a Rent increase for the Affected Unit until (1) all refunds due to Petitioner are fully paid, and (2) Respondent has provided written notice to Petitioner of the rent increase at least 30 days in advance of such increase in the manner prescribed by the CSFRA and California law. It should be noted that CSFRA Regulations Ch. 7, Section (B)(1) requires that a notice in substantially the same form as that promulgated by the Rental Housing Committee must be served on Tenants for all rent increases.
8. In addition to abiding by the requirements of Paragraph 7, above, Respondent may not issue a rent increase for the Affected Units if Respondent is in violation of any of the provisions set forth in CSFRA Section 1707(f)(1)-(3) and CSFRA Regs. Ch. 12, Section (B), which require substantial compliance with the CSFRA and include, among other things, charging only lawful amounts of rent, registering the Property annually with the Rent Stabilization Division (see CSFRA Regs. Ch. 11), refunding all unlawfully charged rents for all Tenants, and maintaining the Property in habitable condition according to state law and the CSFRA, including making all repairs ordered hereunder or required by the City Building Department or other department of the City of Mountain View as a result of Multi-Family Housing Program Inspections. Only when Respondent has complied with all of the provisions of this paragraph and paragraph 6, above, may Respondent issue a rent increase, provided that they do so in a manner consistent with the CSFRA and California law.
9. If a dispute arises as to whether any party has failed to comply with this Decision, any party may request a Compliance Hearing pursuant to CSFRA Regulations, Ch. 5, Section J(1).

(see Attachment 2: Decision Award Spreadsheet).

IT IS SO ORDERED.

Dated: September 1, 2025



E. Alexandra DeLateur
Hearing Officer

EXHIBIT 1

LIST OF DOCUMENTARY EVIDENCE

620 ALAMO COURT [REDACTED] & [REDACTED]

Pet. Nos. C24250040, C24250044, and C24250049

HEARING OFFICER EXHIBITS:

1. Notice of Acceptance along with the Follow-Up Information served on all parties on May 9, 2025, respectively.
2. Notice of Consolidation of Petitions dated May 20, 2025
3. Notice of Prehearing Meeting and Hearing Date along with a Hearing Information sheet, assigning E. Alexandra DeLateur as the hearing officer and setting a Hearing on June 11, 2025, with a Prehearing Meeting on May 28, 2025.
4. Prehearing Summary and Order was served on all parties on May 30, 2024.
5. First noncompliance letter to owner dated January 17, 2025
6. MFH Inspections report dated December 5, 2024, and prior dates
7. Email correspondence with the City of Mountain View and Respondent regarding the reduction in housing services and corresponding reduction in rent (multiple dates spanning January 17, 2025, to May 21, 2025)
8. Screen shot of the landlord portal showing that the Property is registered and fees paid for the current and past years
9. Representative Authorization form dated June 11, 2025, signed by David Orvick as owner and representative (incomplete)
10. First Post-hearing order dated July 25, 2025 requesting further documentation from Respondent

PETITIONER Negrete/Unit [REDACTED]

1. Petition A/B in Spanish with translation in English-reduction in services regarding the pool closure/removal of carport/removal of storage locker (C24250044)
2. Workbook A/B in Spanish with translation in English
3. Rental Agreement dated October 21, 2009
4. Rent Reduction Notice dated February 13, 2025
5. Notice of Pool Closure dated March 26, 2024
6. Notice of Start of Second Phase of Construction to remove the carports dated October 29, 2024
7. Voluntary agreement to reduce rent temporarily during construction dated September 8, 2024
8. Storage invoice

9. Petition A/B for noise/harassment by the upstairs neighbor in Spanish with English translation(C24250049)
10. Workbook A/B in Spanish with English translation
11. Letter to hearing officer in Spanish with English translation
12. Three videos of noise
13. Video Date screens
14. Police reports (4)
15. Copies of 6 letters from Petitioner and his wife to management complaining about the upstairs neighbors, starting with a letter to resident manager, Deborah J. Terzian on March 16, 2024, to a letter to David Orvick dated December 27, 2024

PETITIONER Steele/Unit [REDACTED]

1. Petition A/B reduction in services regarding the pool closure/removal of carport/removal of storage locker (C24250040)
2. Workbook A/B
3. Rental Agreement dated November 18, 2020
4. Rent Reduction Notice dated February 13, 2025
5. Copies of notices created by the tenants and circulated regarding the tenant's rights under the CSFRA for reductions in housing services
6. Notice of Start of Second Phase of Construction to remove the carports dated October 29, 2024
7. Notice of new assigned parking space for Unit [REDACTED] dated November 3, 2024

RESPONDENT:

No documents submitted

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	7/31/2025	16	0	\$ 1,858.00	NA	\$ 25.00	\$ 0.83	\$ 13.00	\$ 12.00	\$ 192.00
Removal of Parking Space	11/1/2024	7/31/2025	9	0	\$ 1,858.00	NA	\$ 165.00	\$ 5.50	\$ 25.00	\$ 140.00	\$ 1,260.00
Removal of Storage	11/1/2024	7/31/2025	9	0	\$ 1,858.00	NA	\$ 162.00	\$ 5.40	\$ 35.00	\$ 127.00	\$ 1,143.00
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	TBD	TBD	TBD					NA	TBD	
TOTAL HABITABILITY/HOUSING SERVICE REDUCTION AWARD DUE TO PETITIONER*											\$ 5,691.42

* The total does not include the potential amounts overpaid after 7/31/2025

TOTAL REFUND OWED TO PETITIONER***	\$ 5,691.42
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Credit Schedule

Month/Year of Rent Payment	Unpaid Rent Owed to Landlord	Rent Credited to Petitioner	Total Payment to be Paid by Petitioner
10/1/2025	\$ 1,340.34	\$ 1,340.34	\$ -
11/1/2025	\$ 1,340.34	\$ 1,340.34	\$ -
12/1/2025	\$ 1,340.34	\$ 1,340.34	\$ -
1/1/2026	\$ 1,340.34	\$ 1,340.34	\$ -
2/1/2026	\$ 1,340.34	\$ 330.06	\$ 1,010.28
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL***		\$ 5,691.42	

** The total does not include the potential amounts overpaid after 7/31/2025

Refund Schedule

Month/Year Refund Due	Overpayment Type	Refund Due
9/30/2025		\$ 5,691.42
TOTAL		\$ 5,691.42

[illegible]

TOTAL REFUND OWED TO PETITIONER \$	2,598.33
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Month/Year of Rent Payment	Unpaid Rent		Total	
	Owed to Landlord	Rent Credited to Petitioner	Payment to be Paid by Petitioner	
10/01/2025	\$ 1,843.00	\$ 1,843.00	\$ -	
11/01/2025	\$ 1,843.00	\$ 746.33	\$ 1,096.67	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL**		\$ 2,589.33		

Month/Year Refund Due	Overpayment Type	Refund Due
10/1/2025		\$ 2,589.33
		\$ -
TOTAL		\$ 2,589.33