



## Letter Template Regarding No-Fault Eviction for Owner Move-In

Instructions:

1. Confirm that Measure H applies to your tenancy.
2. Copy-paste the letter below into your preferred word processing program.
3. Fill in the necessary information (bolded text below).
4. You are welcome to tailor this letter or add more to address your specific situation. If your tenancy is irregular in any way, we suggest you reach out to the Pasadena tenants union.
5. Send to your landlord via email, certified mail, and/or however else you communicate with them. Keep a copy for your records.

## Sample letter

**Date**

**Full name of landlord and/or property manager, etc.**

**Address of landlord and/or property manager**

Dear **full name of landlord and/or property manager**,

I, **your name**, am a tenant at **your address**. I am writing because on **the date of the notice** you or your staff served me with an eviction notice stating that I am to be evicted because **landlord or property manager** plan to use the rental unit for use and occupancy as a primary residence by the landlord, the landlord's spouse, domestic partner, children, grandchildren, parents, or grandparents. **Edit last sentence and replace "the landlord" with "yourself" if necessary.**

From the Pasadena Fair and Equitable Housing Charter Amendment (Measure H), Section 1806.a.9., I'd like to make sure that you're aware that the following conditions must be met.

(A) As used in this subsection, "Landlord" shall only include a Landlord that is a natural person and has at least a fifty percent (50%) recorded ownership interest in the Property.

(B) No eviction may take place under this subsection if the same Landlord or enumerated relative already occupies a unit on the Property, or if a vacancy already exists on the Property. If a comparable unit does become vacant and available before the recovery of possession, the Landlord shall rescind the notice to vacate and dismiss any action filed to recover possession of the premises.

(C) Any notice terminating tenancy pursuant to this subsection shall contain the name, address and relationship to the Landlord of the person intended to occupy the Rental Unit, and the rights pursuant to Subparagraph (E) herein.

(D) The Landlord or enumerated relative must intend in good faith to move into the Rental Unit within sixty (60) days after the Tenant vacates and to occupy the Rental Unit as a Primary Residence for at least thirty-six (36) consecutive months. The Rental Board may adopt regulations governing the determination of good faith.

(E) If the Landlord or relative specified on the notice terminating tenancy fails to occupy the Rental Unit within sixty (60) days after the Tenant vacates or fails to occupy the Rental Unit as a Primary Residence for at least thirty-six (36) consecutive months, the Landlord shall: (i) Offer the Rental Unit to the Tenant

who vacated it at the same Rent in effect when the Tenant vacated; and 15 (ii) Pay to said Tenant all reasonable expenses incurred in moving to and from the Rental Unit.

Your notice is invalid because you have not met one or more of the conditions above. Specifically, **list the issues here**. If you do not amend the issues and provide a new notice, then the current notice is considered invalid and I will continue to pay my rent of **monthly rent** per month.

Please confirm receipt of this correspondence.

Thank you,

**Your full name**