



Letter Template Regarding No-Fault Eviction for Substantial Renovations

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.

Call the Pasadena Tenants Union at (626) 214-8989 or email us at info@pasadenatenantsunion.org

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 and that you plan to carry out necessary and substantial repairs.

From the Pasadena Fair and Equitable Housing Charter Amendment (Measure H), Section 1806.a.8., I'd like to make sure that you're aware that the repairs must be substantial and necessary to bring the Rental Unit into compliance with applicable codes and laws affecting the health and safety of Tenants of the building, provided that:

"As independently confirmed by the City of Pasadena, the repairs necessitate that the Tenant vacate the Rental Unit because the work will render the Rental Unit uninhabitable for a period of not less than thirty (30) days."

Moreover, you must have obtained all necessary permits from the City of Pasadena. Also, I would like to inform you that you must give advance notice of the right to elect one or both of the following:

"(i) The right of first refusal to any vacant Rental Unit owned by the Landlord at the same or lower Rent, provided that the unit is of comparable or superior material living condition and convenience for the Tenant, if such comparable or superior vacant unit exists.

(ii) The first right of return to reoccupy the unit upon completion of the repairs at the same Rent charged to the Tenant before the Tenant temporarily vacated the Rental Unit to the extent allowed by state law.
14.

(iii) In the event that the Tenant elects to accept an offer to move to a comparable vacant Rental Unit at the same or lower Rent, the Tenant is not eligible for any Relocation Assistance pursuant to Section 1806(b) herein, however the length of tenancy shall continue to be calculated from the date the Tenant first entered into a Rental Housing Agreement at the Property.

Also,

“(C) In the event the Landlord files a Petition for Individual Rent Adjustment within six (6) months following the completion of the work, the Tenant shall be party to such proceeding as if he or she were still in possession, unless the Landlord submits with such application a written waiver by the Tenant of his or her right to reoccupy the premises pursuant to this subsection.”

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