



Letter Template Regarding Invalid Rent Increase (Reason other than rent increase too high)

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). Comments with other information are italicized and should be deleted before sending.
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 **date of increase, landlord or property manager**, I received a notice that my rent is to be increased from **current rent** to **new rent**, an increase of **the percentage** percent.

To compute the percentage: 1) subtract the new rent from the old rent, 2) divide by the old rent, and 3) multiply by 100.

For example, suppose that your old rent is \$600 per month (if only...), and your new rent is \$650, then 1) the new rent minus the old rent is \$50, 2) dividing by the old rent, we get 50/600, and 3) the percent increase is 8.3%.

Beginning January 1, 2023, the recent Pasadena Fair and Equitable Housing Charter Amendment (Measure H) limits the amount and the frequency with which you can raise the rent.

The rent cannot be increased more than once in any twelve month period. Moreover, I must have been given sufficient notice.

“Allowable Rent increases pursuant to the Annual General Adjustment shall become effective only after the Landlord provides written notice to the Tenant in the manner prescribed by law, with at least thirty (30) days' advance written notice.”

At the onset of the tenancy, the following requirements must have been met.

“(1) On or before the date of commencement of a tenancy, the Landlord must give the Tenant a written notice in a form prepared and authorized by the Rental Board which must include the following information: (A) The existence and scope of this Article; and
(B) The Tenant's right to Petition against certain Rent increases; and

(C) Instructions for accessing and description of the Rental Registry described in Section 1812 herein.
(2) The Landlord must give the initial notice to the Tenant in the language that was used to negotiate the terms of the tenancy or in another language if requested by the tenant, provided that a translation of the notice into this language has been made available by the Rental Board.

Also,

“As part of any notice to increase Rent or change any terms of tenancy, a Landlord must include:

- (1) Notice of the existence of this Article; and
- (2) The right to Petition against any Rent increase in excess of the Annual General Adjustment unless such Rent increase is pursuant to an approved Petition. “

And no increase shall take effect until the requirements have been met.

I also point out that

“No Rent increase shall be effective if the Landlord:

- (1) Has failed to substantially comply with all provisions of this Article and all rules and regulations promulgated by the Rental Board; or
- (2) Has failed to maintain the Rental Unit in compliance with California Civil Code Sections 1941.1 et seq. and California Health and Safety Code Sections 17920.3 and 17920.10; or
- (3) Has failed to make repairs ordered by a Hearing Officer, the Rental Board, or the City of Pasadena.”

The notice of the rent increase I was provided on **date of increase** does not comply with Measure H for **reason**. Accordingly, the rent increase is not valid. At the beginning of next month, I will continue to pay my rent of **current rent**.

Please confirm receipt of this correspondence.

Thank you,

Your full name