



Letter Template Regarding Invalid Rent Increase (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], increased my rent 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, and at most it can be raised the Annual General Adjustment. From Section 1808 of Measure H,

“The Annual General Adjustment shall be equal to seventy five percent (75%) of the percentage increase in the Consumer Price Index (CPI) (All Items, All Urban Consumers, Los Angeles-Riverside-Orange County region or any successor designation of that index that may later be adopted by the U.S. Bureau of Labor Statistics) as reported and published by the U.S. Department of Labor, Bureau of Labor Statistics, for the twelve- month period ending as of March of the current year. The Annual General Adjustment shall be rounded to the nearest one-quarter of a percent.”

And later on,

“A Landlord who seeks to raise Rent by the Annual General Adjustment must do so within the twelve (12)-month period between October 1 of the current year and September 30 of the following year. A Landlord who fails to implement a Rent increase pursuant to the Annual General Adjustment during

such period shall not be eligible to defer implementation of the Annual General Adjustment in a later year.”

The notice of the rent increase I was provided on **[date of increase]** does not comply with Measure H: the increase is **[the percentage]**, which is greater than **[Annual General Adjustment]**. Accordingly, the full rent increase is not valid, and I will be paying the maximum rent increase that is allowed under Measure H. This rent increase is **[increase amount]**, so my new rent is **[new rent.]** At the beginning of next month, I will pay **[new rent.]**

To compute increase amount: 1) divide the Annual General Adjustment by 100 , and 2) multiply by your current rent.

To compute new rent: add the increase amount to your current rent.

For example, suppose that your rent is \$600 per month (if only...), and the Annual General Adjustment is 3%. Then 1) the Annual General Adjustment divided by 100 is 0.03, and 2) the increase amount is \$18. The new rent is \$618.

Please confirm receipt of this correspondence.

Thank you,
[Your full name]