

PASADENA RENTAL HOUSING BOARD
REGULATIONS

CHAPTER 4: JUST CAUSE FOR EVICTION

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ARTICLE I: JUST CAUSE FOR EVICTION

A. Purpose of Just Cause for Eviction Regulations.

The purpose of this Chapter is to clarify provisions of the Pasadena Fair and Equitable Housing Charter Amendment (“Article XVIII”) concerning just cause for eviction requirements.

B. Notices of Termination of Tenancy Generally.

1. **Contents of Notice.** Any notice of termination of tenancy given to a Tenant pursuant to Charter Section 1806(a) shall conform to the requirements of California Civil Code Section 1946.1 (or successor section) and shall include all of the following:
 - a. The basis for the termination with specificity, including, where applicable, the requirements of Section D.4 below or specific facts to permit determination of the date, place, witnesses and circumstances concerning the reason for the termination.
 - b. That the Rental Unit is a Covered Rental Unit under Article XVIII; and
 - c. That the Tenant may seek assistance from a Rental Housing Board housing counselor, including the phone number, if available, and email address for the Rental Housing Board.
2. **Notice of Intent to Terminate Tenancy.** The “Notice of Intent to Terminate Tenancy” that a Landlord is required to file with the Rental Housing Board pursuant Section D.1.a of the Pasadena Rental Housing Board’s “Relocation Assistance Requirement” regulations does not constitute a Notice of Termination of Tenancy pursuant to and does not satisfy the requirements of California Civil Code Section 1946.1 or Charter Section 1806.
3. **Notice to Cease.** In addition to the requirements of subsection (1) of this Section B, a Landlord seeking to evict a Tenant on the basis of Charter Sections 1806(a)(2) or (a)(3) shall include a copy of the Written Notice to Cease (as defined in Charter Section 1803(cc)) that was previously issued with the notice of termination of tenancy.
4. **Filing of Notices and Complaints.** Any notice that must be provided to a Tenant or in connection with the notice of termination of tenancy pursuant to Charter Section 1806(a), including any Written Notice to Cease, shall be filed with the Rental Housing Board within three (3) days of service upon

the Tenant. Any Landlord who serves a summons or complaint for unlawful detainer (or for other action to recover possession of the Covered Rental Unit) upon a Tenant for just cause under Charter Section 1806(a) or obtains a judgment for unlawful detainer against a Tenant of a Covered Rental Unit shall also file a copy of said documents with the Rental Housing Board within seven (7) days of service upon the Tenant. Any Landlord who serves a notice to terminate a tenancy pursuant to Charter Section 1806(a) shall provide the Rental Housing Board with written notice if the Tenant vacates the Covered Rental Unit, either as a result of the notice of termination or subsequent filing of an action for unlawful detainer, no later than seven (7) days after the Tenant vacates the Covered Rental Unit.

- a. **Affirmative Defense.** A Landlord's failure to comply with the requirements to file any of the required notices with the Rental Housing Board is a complete affirmative defense in unlawful detainer or other action brought by the Landlord to recover possession of the Covered Rental Unit.

C. No-Fault Just Causes Requiring Permits.

1. [RESERVED]
2. [RESERVED]
3. [RESERVED]
4. [RESERVED]

D. Elections for Tenants Terminated for Necessary and Substantial Repairs or Government Order.

Any Landlord that seeks to terminate a tenancy on the basis of Charter Section 1806(a)(8) or Section 1806(a)(11) shall provide the Tenant with advance notice of the Tenant's right to elect one or both of the following:

- a. **Right of First Refusal.** A right of first refusal to any vacant Rental Unit owned by the Landlord at the same or lower Rent, provided that the unit is comparable or superior to the Rental Unit from which the Tenant is being displaced and is convenient for the Tenant, if such comparable or superior vacant unit exists.
 - i. **Comparable Rental Unit.** For the purposes of the Right of First Refusal, the Rental Unit offered to the Tenant shall, at a minimum, be comparable to the Rental Unit from which the Tenant is being displaced. "Comparable" shall mean all of the following: (i) of the same number of bedrooms and bathrooms

as the Rental Unit from which the Tenant is being displaced; (ii) the square footage of the two units varies by no more than fifteen percent (15%); (iii) within the boundaries of the City of Pasadena, or if outside of Pasadena, then no more than ten (10) miles from the Covered Rental Unit from which the Tenant is being displaced; (iv) in substantially the same or superior physical condition as the Covered Rental Unit, as confirmed by the Tenant in their sole discretion; and (v) where applicable, accommodates any special needs (on the basis of disability) of the Tenant that are currently accommodated in the Covered Rental Unit from which the Tenant is being displaced. Unit location in the building and unit amenities shall not be considered in a determination of comparability unless related to the reasonable accommodation in (v).

- **Same School District.** In addition to the foregoing, a Tenant household that includes at least one (1) minor child may request, in its sole discretion, that the comparable unit be located within the geographical boundaries of the same public school system(s) that serves the child/ren at the time that the Tenant household is displaced. For these purposes, the Tenant may elect to waive one (1) or more of the criteria of a “comparable” unit outlined above. (For example, if the Landlord offers a unit that is 20 percent smaller than the unit from which the Tenant household is being displaced but meets all other criteria for a comparable unit and is located in the same school district, the Tenant household may elect to move to said unit and the requirements of Charter 1806(a)(8) shall be deemed satisfied.)

- ii. **No Relocation Assistance.** In the event the Tenant elects to accept an offer to move to a comparable vacant Rental Unit at the same or lower Rent, the Tenant shall not be eligible for any Relocation Assistance pursuant to Charter Section 1806(b), or any regulations promulgated pursuant to that section.

- b. **Right of Return.** A right of return to reoccupy the Covered Rental Unit upon completion of the repairs (if terminating based on Charter Section 1806(a)(8)) or upon the Covered Rental Unit being found in compliance with the government order (if terminating based on Charter Section 1806(a)(11)) at the same Rent charged to the Tenant before the Tenant vacated the Covered Rental Unit to the extent allowed by law.

- i. **Tenant Contact Information.** Where the Tenant elects the right to return, but does not elect the right of first refusal, it shall be the Tenant's responsibility to inform the Landlord of any changes in the Tenant's temporary address and/or contact information.
- ii. **Sufficient Notice to Tenant.** Where the Tenant elects the right to return, but does not elect the right of first refusal, the Landlord shall notify the Tenant at least forty-five (45) days before the Covered Rental Unit is ready to be reoccupied. The purpose of this notification is to provide the Tenant with sufficient time to terminate their existing tenancy.
- c. **Timing of Landlord's Notification.** The Landlord shall inform the Tenant of their right to elect either or both the right of first refusal and the right of return either upon submission of the Landlord's application to the City for the necessary permits or thirty (30) days prior to the issuance of the notice of termination of tenancy, whichever is earlier, provided however, if the notice of termination of tenancy is pursuant to a government order and the government order requires the Covered Rental Unit to be vacated in less than thirty (30) days, the Landlord shall give the Tenant notice of the Tenant's right to elect either or both the right of first refusal and the right of return when giving the notice of termination of tenancy.
- d. **Timing of Tenant's Election.** Within thirty (30) days of receipt of the Landlord's notification of the Tenant's right to election, the Tenant shall inform the Landlord of their election(s), in writing.

E. No-Fault Just Cause: Owner Move-In.

- 1. Charter Section 1806(a)(9) permits the eviction of a Tenant where a Landlord seeks to recover possession of a Covered Rental Unit in good faith for the use and occupancy as a Primary Residence for themselves, or for a Qualifying Relative. The purpose of this Regulation is to clarify those circumstances whereby the usage of Charter Section 1806(a)(9) is appropriate, and to aid the courts in interpreting the provisions of Charter Section 1806(a)(9).
- 2. **Definitions.** Unless otherwise noted, all defined terms shall have the same definition as in Section 1803 of Article XVIII. In addition, the following definitions shall apply for the purposes of these Regulations:
 - a. **"Natural Person."** Only a Natural Person who has at least 50 percent ownership interest in a Property shall be considered a

Landlord for the purposes of Charter Section 1806(a)(9). For the purposes of Charter Section 1806(a)(9) and these Regulations, a “Natural Person” includes:

- i. A natural person who is a settlor or beneficiary of a family trust, which includes a revocable living trust or irrevocable trust in which the settlors and beneficiaries of the trust are persons who are all related to each other as sibling, spouse, domestic partner, child, parent, grandparent, or grandchild, that owns the Property and/or the Rental Unit.
 - ii. A natural person that owns 50 percent or more of the equity interest of the partnership or limited liability company that owns the Property and/or Rental Unit.
 - iii. Except as outlined in (i) and (ii) above, no corporation, limited liability company, partnership, limited partnership, or trust company as defined in California Financial Code Section 107 (or successor provision), real estate investment trust as defined in Section 856 of the Internal Revenue Code, or association, under any circumstance, shall be considered a Natural Person.
- b. **“Qualifying Relative.”** A Qualifying Relative means the Landlord’s spouse, domestic partner, child, grandchild, parent or grandparent.

3. **Number of Allowable Evictions under Charter Section 1806(a)(9).** A Landlord may, in good faith, evict a Tenant from a Covered Rental Unit for the use and occupancy as a Primary Residence for themselves or for a Qualifying Relative; however:

- a. A Landlord who occupies one of the dwelling units on the Property shall be prohibited from evicting a Tenant pursuant to Charter Section 1806(a)(9) on behalf of themselves to recover possession of any other dwelling unit on the Property.
- b. Where the Qualifying Relative occupies a dwelling unit on the Property, a Landlord shall be prohibited from evicting a Tenant pursuant to Charter Section 1806(a)(9) on behalf of the same Qualifying Relative to recover possession of any other dwelling unit on the Property.
- c. Where a vacancy exists on the Property and the vacant unit has the same number of bedrooms and bathrooms as the Covered Rental Unit from which the Tenant is being displaced, a Landlord

shall be prohibited from evicting a Tenant pursuant to Charter Section 1806(a)(9).

- d. Except in the case where a Landlord has evicted a Tenant from a primary dwelling unit or accessory dwelling unit based on Charter Section 1806(a)(9) and seeks to evict a different Tenant from the primary dwelling unit or accessory dwelling unit on the same Property based on Charter Section 1806(a)(9), a Landlord shall not seek to or recover possession of more than one (1) Covered Rental Unit on any property pursuant to Charter Section 1806(a)(9).
 - e. Notwithstanding paragraphs (a) through (d) of this subsection (3), a Landlord may evict a Tenant pursuant to Charter Section 1806(a)(9) on behalf of themselves or a Qualifying Relative, regardless of whether the Landlord or the same Qualifying Relative already occupies a dwelling unit on the Property, if there is a demonstrated need for a reasonable accommodation based on a qualifying disability as defined by California Government Code Section 12955.3 (or successor section).
 - f. Where a Landlord has served a notice of termination of tenancy pursuant to Charter Section 1806(a)(9) but a dwelling unit with the same number of bedrooms and bathrooms becomes available on the Property before the Landlord has recovered possession of the Covered Rental Unit for which the notice of termination of tenancy was issued, the Landlord shall rescind the notice of termination of tenancy and dismiss any action filed to recover possession of the Covered Rental Unit for which the notice of termination of tenancy was issued.
 - g. Where the Tenant has resided in the Covered Rental Unit for at least five (5) years and is either: (i) at least sixty (60) years of age or older; (ii) disabled; and/or (iii) is certified as being terminally ill by the Tenant's treating physician, the Landlord shall be prohibited from evicting the Tenant pursuant to Charter Section 1806(a)(9).
 - h. Notwithstanding paragraph (g) of this subsection (3), a Landlord may evict a Tenant who qualifies for the exemption in (g) if the Landlord or the Qualifying Relative who will occupy the Rental Unit also meets the criteria for the exemption in (g) and there are no other units available on the Property.
4. **Contents of Termination Notice.** Any notice purporting to terminate a tenancy pursuant to Charter Section 1806(a)(9) shall contain the name, address and relationship to the Landlord of the person intending to occupy the Covered Rental Unit, the exemption for which the Landlord and/or

Qualifying Relative qualifies pursuant to Charter Section 1806(a)(9)(F) and paragraph (g) of subsection (3) above (if applicable), and a copy of a form provided by the Rental Housing Board explaining the rights of the Tenant pursuant to Charter Section 1806(a)(9)(E) and subsection (6) below.

- a. **Evidence of Family Trust, Limited Liability Company or Partnership.** In addition, if the Property and/or Covered Rental Unit is owned by family trust, or a limited liability company or partnership pursuant to Section E(2)(a)(i)-(ii) above, the notice of termination shall include a copy of the legal instrument establishing the natural person's status as a settlor or beneficiary of the family trust, or the natural person's equity interest in the limited liability company or partnership, as applicable.
 - b. **Owner Move-In Affidavit.** In addition to the foregoing, the Landlord shall include a copy of an Owner Move-In Affidavit, on a form created and provided by the Rental Housing Board, that declares, under penalty of perjury, that the Landlord or the Qualifying Relative intends in good faith to move into the Rental Unit within sixty (60) days after the Tenant vacates and intends to occupy the Covered Rental Unit as their Primary Residence for at least thirty-six (36) consecutive months.
 - c. **Right of First Refusal.** The Rental Housing Board form explaining the rights of the Tenant pursuant to Charter Section 1806(a)(9)(E) and subsection (6) below shall instruct the Tenant to indicate whether they would be interested in re-renting the Covered Rental Unit at the same Rent, if the Covered Rental Unit is reoffered for Rent by the Landlord. The Tenant shall provide the Landlord, in writing, their interest to return to the Covered Rental Unit if it is ever reoffered for Rent and shall provide the Rental Housing Board with a copy of this written notice.
5. **Good Faith Requirements.** This subsection illustrates, but does not exhaust, the factors that may be considered in determining whether the Landlord is evicting the Tenant in good faith pursuant to Charter Section 1806(a)(9).
- a. A Landlord is not acting in good faith if the Landlord or the Qualifying Relative for whom a Tenant has been evicted does not intend to move into the Covered Rental Unit within sixty (60) days of the date that the Tenant vacates the Covered Rental Unit and does not intend to thereafter occupy the Covered Rental Unit for a minimum period of thirty-six (36) consecutive months as their Primary Residence.

- b. A Landlord is not acting in good faith where proof is presented that an ownership interest was granted for the primary purpose of qualifying a person as a Landlord for the purposes of eviction pursuant to Charter Section 1806(a)(9) and these regulations.
- c. A Landlord is not acting in good faith where the Landlord has served a notice of termination of tenancy pursuant to Charter Section 1806(a)(9) and the Landlord knew or should have known that the Landlord has other vacant Rental Units in the Property from which the Tenant is being displaced or in any other residential rental property that the Landlord owns in Pasadena or the greater Los Angeles area, from the date that the notice of termination of tenancy is served until the date of judgment of unlawful detainer and does not offer each of the available vacant units to the Tenant being evicted. A vacant unit shall include, but is not limited to, any unit for which the Landlord has received notice that a Tenant intends to vacate, a rental unit where the Landlord has obtained a writ of possession-real property, and any rental unit which is being refurbished or repaired and is not currently rented or leased.
- d. The court, in making a determination regarding the presence or absence of good faith in an eviction, should consider, along with any other factors deemed relevant: whether the Tenant has recently reported violations of Article XVIII of the Pasadena Charter, the Pasadena Rental Housing Board Regulations, and/or Pasadena Rental Housing Board orders; whether the Tenant has recently reported any violations of any applicable residential health and safety codes to the Pasadena Rental Housing Board, the Code Compliance Division of the City of Pasadena, or other responsible government agency; whether the Landlord has vacant Rental Units in other residential rental properties in the City of Pasadena; whether the Landlord has previously attempted to evict the Tenant or other Tenants pursuant to Charter t Section 1806(a)(9); whether the Tenant being evicted is paying a low Rent in relation to other Rental Units on the Property; whether the eviction is an attempt to move the Tenant to a higher-priced Rental Unit; and any additional relevant information.
- e. In making a determination as to whether a wrongful eviction has occurred, the court should consider a Landlord's failure to comply with any of the provisions set forth in subsection (6) below, as evidence that the Landlord did not act in good faith in evicting the Tenant pursuant to Charter Section 1806(a)(9).

6. **Post-Owner Move-In Requirements.** Charter Section 1806(a)(9)(E) provides that if the Landlord or Qualifying Relative specified on the notice

of termination of tenancy fails to occupy the Covered Rental Unit within sixty (60) days after the Tenant vacates the Covered Rental Unit or fails to occupy the Covered Rental Unit as their Primary Residence for at least thirty-six (36) consecutive months, the Landlord shall (i) offer the Covered Rental Unit to the Tenant at the same Rent in effect at the time the Tenant vacated and (ii) pay to the Tenant all reasonable expenses incurred in moving to and from the Rental Unit. The purpose of this subsection (6) is to monitor compliance with the post-owner move-in requirements of Charter Section 1806(a)(9)(E).

- a. **Initial Certification.** A Landlord who evicts a Tenant pursuant to Charter Section 1806(a)(9) or where the Tenant vacates the Covered Rental Unit following a notice of termination of tenancy based on Charter Section 1806(a)(9), regardless of whether the notice is withdrawn, or other communications stating the Landlord seeks recovery of possession of the Covered Rental Unit for the purposes of moving into the Covered Rental Unit, must submit to the Rental Housing Board a completed certificate within thirty (30) days of the Tenant's vacating of the Covered Rental Unit. This certificate shall be created and provided by the Rental Housing Board and must include the amount of the Tenant's Rent for the Covered Rental Unit on the date the Tenant vacated.
- b. **Certification of Primary Residence.** The Landlord or the Qualifying Relative must move into the Covered Rental Unit within sixty (60) days of the Tenant vacating the Covered Rental Unit. Within thirty (30) days of the Landlord's or the Qualifying Relative's commencement of occupancy of the Covered Rental Unit as a Primary Residence, the Landlord must file on a form created and provided by the Rental Housing Board, a Certificate of Primary Residence attesting to their occupancy of the Covered Rental Unit as their Primary Residence in addition to any evidence of occupancy as required by the form.
- c. **Continued Residency Certification.** Following the Landlord or the Qualifying Relative's occupancy of the Covered Rental Unit pursuant to Charter Section 1806(a)(9), the Landlord must annually submit a Certificate of Primary Residence attesting that the Landlord or the Qualifying Relative continues to reside or not reside in the Covered Rental Unit as their Primary Residence. The Landlord or the Qualifying Relative must attach proof of residence in the Covered Rental Unit, which proof may be in the form of government-issued identification, voided checks, bank statements, credit card statements, moving expense documents, insurance policies, or utility bills addressed to the individual at their Primary Residence. This certification must be provided every twelve (12)

months from the initial move-in date for thirty-six (36) months following the move-in date. If the Landlord or Qualifying Relative fails to provide the Certificate of Primary Residence to the Rental Housing Board, fails to move into the Covered Rental Unit, or fails to occupy the Covered Rental Unit for thirty-six (36) consecutive months, the Rental Housing Board, or its designee, shall make all reasonable efforts to provide the displaced Tenant with such information and inform the displaced Tenant of their rights under Charter Section 1806(a)(9)(E).

- i. **Contact Information.** The Tenant shall inform the Landlord of their most current address or contact information so as to permit the Landlord to reoffer the Tenant the Covered Rental Unit if it ever should be offered for Rent. Tenants are strongly encouraged, but are not required, to update the Rental Housing Board of any changes to their permanent contact information.
- ii. **Change of Information.** The Rental Housing Board shall make available for access a blank change of address/contact information form that the displaced Tenant may use to keep the Rental Housing Board and the Landlord apprised of any future changes of address or contact information. This form shall provide the Tenant with a choice, in their sole discretion, to have the Rental Housing Board provide the information therein to the Landlord and a statement that failure to update the Landlord with the most up-to-date contact information may result in forfeiture of their right of first refusal. The Rental Housing Board may facilitate an update of the change of address or contact information between the displaced Tenant and Landlord. Where the Tenant authorizes the Rental Housing Board to and Rental Housing Board chooses to facilitate an update of the displaced Tenant's change of address, the Rental Housing Board shall send the Landlord written notification of the displaced Tenant's new address. This written notification shall be sent either to the address where the Landlord performed an eviction pursuant to Charter Section 1806(a)(9), or if a Qualifying Relative is occupying the Rental Unit, then to the address provided by the Landlord in registering the Property.
- iii. **Maintenance of Tenant Information.** The Landlord shall, and the Rental Housing Board may, maintain the Tenant's contact information until such time that the Tenant's right to re-rent has either vested or been extinguished. Although the Rental Housing Board may choose to maintain the contact

information of the Tenant and/or may choose to facilitate an update of the displaced Tenant's contact information, it in no way assumes liability for a Landlord's failure to reoffer the Rental Unit to the displaced Tenant, as the Landlord shall have the sole responsibility of meeting their obligation to reoffer a Covered Rental Unit for Rent pursuant to Charter Section 1806(a)(9)(E) and these Regulations.

- iv. **Reoffering the Rental Unit for Rent.** It shall be the sole responsibility of the Landlord to reoffer the Covered Rental Unit for Rent to the displaced Tenant if it is ever returned to the rental market. In the event that the Landlord offers the Covered Rental Unit for Rent, the Landlord shall inform the Rental Housing Board of their intent to offer the Covered Rental Unit for Rent and send the displaced Tenant a written offer to re-rent the Covered Rental Unit at no more than the same Rent the Tenant was paying at the time of service of the notice of termination. The Landlord shall provide a copy of the written offer letter to the Rental Housing Board within five (5) days from the date the Landlord sent the offer to the Tenant. If the Landlord does not have the displaced Tenant's contact information, the Landlord shall request the Rental Housing Board provide the Landlord with the Tenant's contact information. If neither the Landlord nor the Rental Housing Board has the Tenant's contact information, the Landlord's obligation to reoffer the Covered Rental Unit for Rent shall be deemed satisfied. On the other hand, if the Rental Housing Board does have the Tenant's contact information, the Rental Housing Board shall provide that information to the Landlord on an expedited basis.
- v. **Failure to Respond to Landlord's Reoffering.** The Tenant shall have thirty (30) days, plus any applicable time provided under California Code of Civil Procedure Section 1013(a), as amended, to respond in writing to the Landlord's written offer for re-renting the Covered Rental Unit. Upon responding in writing to the Landlord's offer, the Tenant shall file a copy of their written response with the Rental Housing Board. A Tenant's failure to timely respond to a Landlord's offer to re-rent the Covered Rental Unit that fully adheres to the provisions of this subsection (6), shall extinguish the Right of First Refusal.

F. Effective Date.

These Regulations shall go into effect immediately upon their adoption by the Rental Housing Board.

G. Partial Invalidity.

If any provision of these Regulations, or the application thereof to any person or circumstance, is held invalid, this invalidity shall not affect other provisions or applications of these Regulations that can be given effect without the invalid provision or application, and to this end, the provisions of the Regulation are declared to be severable. These Regulations shall be liberally construed to achieve the purposes of the Article XVIII.

ARTICLE II: RELOCATION ASSISTANCE REQUIREMENTS

H. Purpose of Relocation Assistance Regulations.

The Pasadena Fair and Equitable Rent Charter Amendment (“Article XVIII”) seeks to promote neighborhood and community stability, healthy housing and affordability for Pasadena renters by regulating excessive rent increases and arbitrary evictions. Article XVIII prohibits a Landlord from terminating a tenancy unless the Landlord enumerates one of eleven (11) just causes, seven (7) of which are at-fault and four (4) of which are no-fault. (Charter Section 1806(a).) To further ensure community stability, Article XVIII requires Landlords to provide relocation assistance to Tenants who are displaced due to a no-fault eviction or an excessive rent increase that results in displacement. The purpose of these regulations is to effectuate the intent of Article XVIII by establishing the relocation assistance requirements and procedures for both Landlords and Tenants.

I. Definitions.

For the purposes of these regulations, these terms shall have the following meanings:

1. **Eligible Tenant Household.** A household that has been displaced from a Rental Unit based on any of the following:
 - a. Necessary and Substantial Repairs Requiring Temporary Vacancy, as defined in Charter Section 1806(a)(8), except that a Tenant that elects to accept an offer to move to a comparable vacant Rental Unit at the same or lower Rent shall not be considered an Eligible Tenant Household for the purposes of these Regulations;
 - b. Owner Move-In, as defined in Charter Section 1806(a)(9);

- c. Withdrawal of the Unit Permanently from Rental Market, as defined in Charter Section 1806(a)(10);
 - d. Government Order, as defined in Charter Section 1806(a)(11); or
 - e. Inability to pay a Rent increase(s) in excess of five percent (5%) plus the effective Annual General Adjustment in any twelve-month period, provided that the household has informed the Landlord of their inability to pay in accordance with Section D.2.a below.
2. **Fair Market Rent.** The fair market rent shall be calculated by taking the average of the Small Area Fair Market Rents (SAFMRs) by unit bedrooms for zip codes 91101, 91102, 91103, 91104, 91105, 91106, 91107, as published annually by the United States Department of Housing and Urban Development. The Rental Housing Board shall publish the Fair Market Rent(s) annually.
 3. **Landlord.** An owner, lessor, sublessor, or any other person entitled to receive Rent for the use and occupancy of a Rental Unit, or an agent, representative, predecessor or successor of any of the foregoing.
 4. **Property.** All Rental Units on a parcel or lot or contiguous parcels or contiguous lots under common ownership.
 5. **Relocation Assistance.** Relocation Assistance shall mean financial assistance in the amounts set forth below:
 - a. The Base Relocation Payment for the Eligible Tenant Household; and
 - b. A moving expense allowance in an amount equal to that provided by Pasadena Municipal Code § 9.75.060, subd. (a), except that any Special Circumstance Household shall be entitled to the moving expense allowance for “households with dependents, disabled, or senior members,” which amount shall be adjusted annually by 100 percent of the 12-month increase in the Consumer Price Index from March to March of each year in accordance with Pasadena Municipal Code § 9.75.060, subd. (c); and
 - c. If applicable, an additional cash payment equivalent to three times the Fair Market Rent per Rental Unit for Special Circumstances Households.
 6. **Relocation Agency.** A relocation assistance specialist, agency and/or other third-party agency hired by the Rental Housing Board and paid for by the

Landlord to assist with the relocation assistance process set forth in these Regulations.

7. **Rental Unit.** Any building, structure, or part thereof, or land appurtenant thereto, or any other rental property rented or offered for rent for residential purposes, whether or not such units possess a valid Certificate of Occupancy for use as rental housing, together with all Housing Services connected with use or occupancy of such Property, such as common areas and recreational facilities held out for use by the Tenant.
8. **Special Circumstances Household.** An Eligible Tenant Household with any of the following characteristics:
 - a. At least one (1) member who is sixty (60) years of age or older;
 - b. At least one (1) member who qualifies as disabled as defined by Title 42, United States Code, Section 423 or California Government Code Section 12955.3, or successor section(s);
 - c. At least one (1) member who qualifies as terminally ill, as certified by the Tenant's treating physician; or
 - d. At least one (1) member is a minor child (nineteen (19) years of age or under) who is legally dependent (as determined for federal income tax purposes).
9. **Tenant.** A tenant, subtenant, lessee, sublessee or any other person entitled under the terms of a Rental Housing Agreement or this Article to the use or occupancy of any Rental Unit.

J. Relocation Assistance and Services.

1. A Landlord shall be required to provide all of the following to an Eligible Tenant Household:
 - a. Relocation Assistance;
 - b. A full refund of a Eligible Tenant Household's security deposit, except for funds that may be necessary to repair Tenant's intentional or negligent damage, beyond ordinary wear and tear, to a Rental Unit that is to be reoccupied, within the timelines proscribed by Civil Code Section 1950.5;
 - c. Unlimited access to a subscription service to a rental agency until the earlier of the Eligible Tenant Household securing alternative housing or the termination of the tenancy; and

- d. Relocation advisory services of the Relocation Agency (or if the Rental Housing Board has not yet contracted with the Relocation Agency, of any relocation assistance specialist or agency of the Landlord's choosing), including extended advisory and personalized housing assistance based on the Eligible Tenant Household's preferences, housing budget, preferred location and other requirements, and providing up to five (5) rounds of referrals through analysis of available rental housing, including internet listings, contact with property management companies, available affordable housing options, including waitlist opportunities, and other leads on housing.
- 2. **Base Relocation Payment.** Annually, the Rental Housing Board shall publish the Base Relocation Payment schedule. The Base Relocation Payment is a cash payment in an amount to be determined by the Rental Housing Board based on a multiplier of the Fair Market Rent for a Rental Unit with the same number of bedrooms as the Rental Unit from which the Eligible Tenant Household is being displaced, based on the length of the tenancy as outlined below:
 - a. For tenancies from 0 years up to three years, three (3) months' Fair Market Rent;
 - b. For tenancies longer than three years up to 10 years, four (4) months' Fair Market Rent;
 - c. For tenancies longer than 10 years, five (5) months' Fair Market Rent.

K. Process for Payment and Receipt of Relocation Assistance.

- 1. **Process for Eligible Tenant Household Defined in Section I.1.a through d.**
 - a. **Notice of Intent.** A Landlord who intends to serve one or more Tenant(s) with a notice of termination of tenancy based on Charter Sections 1806(a)(8) through (11) shall file a Notice of Intent to Terminate Tenancy, on a form provided by the Rental Housing Board, with the Rental Housing Board, or its designee, at least thirty calendar days (30) prior to the date on which the Landlord intends to serve the notice.
 - b. **Notification by Rental Housing Board.** The Rental Housing Board, either through its staff or through the Relocation Agency, shall mail a copy of the Notice of Intent to Terminate Tenancy, along

with a copy of the Tenant Claim Form, to each Eligible Tenant Household within fifteen (15) calendar days after the Landlord's filing of the notice.

- c. **Tenant Claim Form.** Each Eligible Tenant Household shall complete a Tenant Claim Form, which shall include at a minimum:
- i. Contact information for the Eligible Tenant Household;
 - ii. Whether the Eligible Tenant Household paid a security deposit, and if so, the amount of said security deposit;
 - iii. Whether the Eligible Tenant Household is a Special Circumstances Household; and
 - iv. Where applicable, the Eligible Tenant Household's availability for an initial interview with the Relocation Agency for relocation advisory service

Failure to complete a Tenant Claim Form shall not forfeit the Eligible Tenant Household's right to Relocation Assistance, but completion of the Tenant Claim Form is necessary to ensure that the Eligible Tenant Household receives the correct amount of Relocation Assistance.

d. **Timing of Payments.**

- i. **First Payment.** The Landlord shall provide at least fifty percent (50%) of the total Relocation Assistance to the Eligible Tenant Household within ten (10) calendar days of service of the notice of termination of tenancy pursuant to Charter Sections 1806(a)(8) through (11).
- ii. **Second Payment.** The Landlord, in their sole discretion, may either:
 - Pay the remaining balance of the Relocation Assistance owed to the Eligible Tenant Household to an escrow account no later than twenty-eight (28) calendar days prior to the expiration of the written notice of termination of tenancy, to be disbursed to the Eligible Tenant Household upon certification of vacation of the Rental Unit; or
 - Pay the remaining balance of the Relocation Assistance directly to the Eligible Tenant Household no

later than twenty-eight (28) calendar days prior to the expiration of the written notice of termination of tenancy.

- e. **Voluntary Escrow Account.** Alternatively, the Landlord, in their sole discretion, may, at any time prior to the date on which they serve the written notice of termination of tenancy, deposit all of the Relocation Assistance into an escrow account maintained by the Relocation Agency. Should the Landlord choose to deposit all of the Relocation Assistance owed to the Eligible Tenant Household, the Relocation Agency shall disburse the funds to the Tenant as follows:
 - i. Fifty percent (50%) of the Relocation Assistance within ten (10) days after service of the notice of termination of tenancy by the Landlord;
 - ii. All or a portion of the remaining balance of the Relocation Assistance prior to vacation of the Rental Unit by the Eligible Tenant Household where the Eligible Tenant Household demonstrates relocation expenses incurred or to be incurred; and
 - iii. Any remaining balance of the Relocation Assistance upon certification of vacation of the Rental Unit by the Eligible Tenant Household.

2. **Process for Eligible Tenant Household Defined in Section I.1.e.**

- a. **Notice of Inability to Pay Rent Increase.** Within thirty (30) calendar days of receipt of a rent increase in excess of five percent (5%) plus the effective Annual General Adjustment, a Tenant shall inform their Landlord, on a form provided by the Rental Housing Board, that they are unable to pay the rent increase and intend to relocate. The Tenant shall file a copy of the "Notice of Inability to Pay Rent Increase" with the Rental Housing Board, or its designee, within five (5) calendar days after service of the notice on the Landlord.
- b. **Tenant Claim Form.** The Rental Housing Board, either through its staff or through the Relocation Agency, shall mail a copy of the Tenant Claim Form to each Eligible Tenant Household within fifteen (15) calendar days after the Tenant's filing of the Notice of Inability to Pay Rent Increase. The Tenant Claim Form shall have the same form and substance as noted in Section D.1.c.

c. **Timing of Payments.**

- i. **First Payment.** A Landlord shall provide at least fifty percent (50%) of the total Relocation Assistance to the Eligible Tenant Household within ten (10) calendar days of notification by the Rental Housing Board of the total amount of Relocation Assistance owed to the Eligible Tenant Household.
 - ii. **Second Payment.** Pay the remaining balance of the Relocation Assistance directly to the Eligible Tenant Household no later than the date of vacation of the Rental Unit by the Eligible Tenant Household.
- d. **Voluntary Escrow Account.** The Landlord, in their sole discretion, may deposit all of the Relocation Assistance into an escrow account maintained by the Relocation Agency. Should the Landlord choose to deposit all of the Relocation Assistance owed to the Eligible Tenant Household, the Relocation Agency shall disburse the funds to the Tenant in accordance with the payment schedule in Section D.2.c. above.
- e. **Failure to Vacate.** An Eligible Tenant Household that sends a Notice of Inability to Pay Rent Increase and makes a claim for Relocation Assistance pursuant to this Section D.2 shall be required to vacate the Rental Unit within ninety (90) days of the effective date of the rent increase in excess of five percent (5%) plus the effective Annual General Adjustment. Failure to vacate the Rental Unit within that time shall result in forfeiture of the remaining balance of the Relocation Assistance and a requirement to repay fifty percent (50%) of the amount of the first payment of Relocation Assistance made by the Landlord.

L. **Publication.**

Except for the first schedule(s) which shall be published upon adoption of these regulations by the Rental Housing Board, the Rental Housing Board shall publish the Base Relocation Payment schedule and the moving expense allowance schedule no later than September 1 each year. The payment schedules shall be effective for the period from October 1 through September 30 of the following year.

M. **Non-Waivability.**

Any provision of a Rental Housing Agreement or other agreement, whether written or oral, that purports to waive a Tenant's right to Relocation Assistance or other benefits under these Regulations shall be deemed to be against public policy and shall be void.

N. Affirmative Defense.

A Landlord's failure to provide Relocation Assistance in accordance with the requirements of these Regulations shall constitute a complete defense to unlawful detainer or other action brought by the Landlord to recover possession of the Rental Unit.

O. Effective Date.

These Regulations shall go into effect immediately upon their adoption by the Rental Housing Board.

P. Partial Invalidity.

If any provision of these Regulations, or the application thereof to any person or circumstance, is held invalid, this invalidity shall not affect other provisions or applications of these Regulations that can be given effect without the invalid provision or application, and to this end, the provisions of the Regulation are declared to be severable. These Regulations shall be liberally construed to achieve the purposes of the Article XVIII.

ARTICLE III: PROTECTIONS FOR FAMILIES AND CHILDREN

A. Purpose.

The Pasadena Fair and Equitable Rent Charter Amendment ("Article XVIII") seeks to promote neighborhood and community stability, healthy housing and affordability for Pasadena renters by regulating arbitrary evictions. Section 1802(r) of Article XVIII makes a finding that "eviction or other displacement imposes an especially high burden on school-aged children and their families, including increased absence from school and other educational disruption that can have long-lasting effects." To further protect families and school-aged children, Section 1806(a)(2)(B) affords families certain protections from evictions, and requires the Pasadena Rental Housing Board to "promulgate regulations that will further protect families and promote stability for school-aged children."

B. Occupancy Limitations.

1. **Tenant's Right to Add Family Members.** Section 1806(a)(2)(B) provides that a Landlord may not evict a Tenant for the addition of the Tenant's child, parent, grandchild, grandparent, brother or sister, other dependent relative, or the spouse or domestic partner (as defined in California Family Code Section 297) of such relatives, or as a result of the addition of the spouse or domestic partner of the Tenant ("Qualifying Family Member"), or as a result of the addition of the sole additional adult tenant, subject only to the occupancy limitations in Section 503(b) of the Uniform Housing Code codified in Health & Safety Code Section 17922.
2. **Written Notification.** A Landlord who refuses to allow a Tenant to add a Qualifying Family Member to the Rental Unit and/or seeks to recover possession of a Rental Unit based on the addition of a Qualifying Family Member shall inform the Tenant in writing that the addition of the Qualifying Family Member exceeds the number of occupants as 503(b) of the Uniform Housing Code codified in Health & Safety Code Section 17922, as described below:
 - a. Every residential rental unit must have at least one room that is at least 120 square feet; other rooms used for living must be at least 70 square feet; and any room used for sleeping must increase the minimum floor area by 50 square feet for each occupant in excess of two. Different rules apply in the case of "efficiency units." (See 1997 Uniform Housing Code Section 503(b), Health and Safety Code Section 17958.1.)
 - b. The standard shall be two occupants per bedroom plus one additional occupant.

C. Additional Occupants.

1. **Additional Occupant.** An Additional Occupant is any person whose primary residence is a Covered Rental Unit, but who was not one of the original occupant(s) who took possession of the Covered Rental Unit when the tenancy began for the Covered Rental Unit, unless the person occupied the Covered Rental Unit on or before December 22, 2022.
2. **Immigration Status Protected.** In accordance with California Civil Code Section 1940.3, in no circumstances may a Landlord request or require documentation that would disclose, or take any negative action based on, the immigration or citizenship status of an Additional Occupant or proposed Additional Occupant.
3. **Rent Limited.** It is unlawful for any Tenant whose Primary Residence is a Covered Rental Unit to demand, accept, receive, or retain any payment or payments, or the benefits thereof, in excess of the lawful Rent due and payable to the Landlord for the use and occupancy of that Covered Rental Unit or for the shared use and occupancy of that Covered Rental Unit from one or more Additional Occupants or Tenants.
4. **Tenant Must Provide Notice to Housing Provider and PRHB.** In order to exercise the right to house an Qualifying Family Member under Article XVIII, Section 1806(a)(2)(B), a Tenant must provide written notice, on a form prescribed by the Rent Stabilization Department, of the intent to house a Qualifying Family Member to the Landlord. The written notice to the Landlord must include: (a) the date of the notice; (b) the full legal name of the Qualifying Family Member; (c) the qualifying relationship between a Tenant and the Qualifying Family Member; and (d) the date when the Covered Rental Unit will become the Qualifying Family Member's Primary Residence. A copy of the written notice, or electronic equivalent, must be submitted to Rent Stabilization Department, or its designee, within ten (10) days of delivery to the Landlord.
5. **Landlord May Verify Qualifying Family Member Status of Additional Occupant.** A Landlord may, but is not required to, request reasonable documentation verifying the Qualifying Family Member-status of an Additional Occupant. Reasonable documentation may include, but is not limited to: government- or educational institution-issued identification, a birth or marriage certificate, or domestic partnership registration. The Tenant and/or Additional Occupant must provide reasonable documentation verifying the Qualifying Family Member-status of the Additional Occupant. Any dispute regarding the validity of verifying documentation under this Section C.5 of Article III of Chapter 4 shall be resolved based on the

reasonableness of the document for purposes of verifying Qualifying Family Member Status to a Landlord.

D. Affirmative Defense to No-Fault Evictions of School-Aged Children and Educators During School Year.

1. **Definitions.** For purposes of this Section, the following terms shall have the following meanings:
 - a. "Custodial relationship" means, with respect to a child and a person, that the person is a legal guardian of the child, or has a court-recognized caregiver authorization affidavit for the child, or that the person has provided full-time custodial care of the child pursuant to an agreement with the child's legal guardian or court-recognized caregiver and has been providing that care for at least one year or half of the child's lifetime, whichever is less.
 - b. "Educator" means any person who works at a school in the City of Pasadena as an employee or independent contractor of the school or of the governing body that has jurisdiction over the school, including, without limitation, all teachers, classroom aides, administrators, administrative staff, counselors, social workers, psychologists, school nurses, speech pathologists, custodians, security guards, cafeteria workers, community relations specialists, child welfare and attendance liaisons, and learning support consultants.
 - c. "School" means any State-licensed child care center, State-licensed family day care, and/or any public, private, or parochial institution that provides educational instruction for students in any or all of the grades from kindergarten through twelfth grade.
 - d. "School aged child" means either a child under the age of twenty (20) years who is enrolled in and attends a school, or a student who remains eligible for special education supports and services pursuant to California Education Code Section 50626(c)(4) and/or 34 C.F.R. § 300.102, or successor provisions.
 - e. "School year" means the first day of instruction through the last day of instruction on the calendar for the school that the school aged child attends or for the school by which the educator is employed.
2. **Affirmative Defense.** It shall be a complete affirmative defense to any eviction or action to recover possession of a Covered Rental Unit instituted pursuant to Charter Sections 1806(a)(8), 1806(a)(9), 1806(a)(10), or 1806(a)(11) if:

- a. A school aged child or any educator resides in the Covered Rental Unit;
- b. The school aged child or the educator is a Tenant in the Covered Rental Unit, has a custodial relationship with a Tenant in the Covered Rental Unit or is a Qualifying Family Member;
- c. The Tenant has resided in the Covered Rental Unit for twelve (12) months or more; and
- d. The effective date of the notice of termination of tenancy falls during the school year.

E. Affirmative Defense for Victims of Certain Criminal Activity.

The failure of a Landlord to comply with the provisions of California Civil Code Section 1161.3 shall constitute a complete affirmative defense to any eviction or action to recover possession of a Covered Rental Unit pursuant to Section 1806(a) of Article XVIII of the City Charter.

F. Effective Date.

These Regulations shall go into effect immediately upon their adoption by the Rental Housing Board.

G. Partial Invalidity.

If any provision of these Regulations, or the application thereof to any person or circumstance, is held invalid, this invalidity shall not affect other provisions or applications of these Regulations that can be given effect without the invalid provision or application, and to this end, the provisions of the Regulation are declared to be severable. These Regulations shall be liberally construed to achieve the purposes of Article XVIII.