

# PASADENA TENANTS: KNOW YOUR RIGHTS

# DRAFT



Voters approved a charter amendment called The Pasadena Fair and Equitable Housing Charter Amendment (Measure H), which limits rent increases and evictions in the City of Pasadena.

Measure H came into full effect on December 22, 2022. This guide aims to assist tenants and landlords in understanding what to expect as we gradually introduce the guidelines in the following months.

The law consists of two main parts: Rent Control and Eviction Protection. Please note that this guide does not provide legal advice.

## PART 1: RENT CONTROL

The first question is whether your rental unit is covered by rent control.

### Who is covered?

You are likely covered by rent control if your unit meets the following criteria:

- 1) It was built before February 1, 1995.
  - 2) It is **not** a condo or the only unit on the lot.
  - 3) It is **not** part of Pasadena's Inclusionary Housing program or any other state or federal program (such as Section 8) that imposes separate restrictions on the allowed rent.
- There may be some rare exceptions. If your unit was constructed between 1995 and 2007, you might be protected by state Tenant Protection Act.

### What is my legal rent?

If your unit is covered, your new legal rent, known as Base Rent, will be determined as follows:

- The rent you were paying on May 17, 2021, if you were residing in your current unit on that day, OR
- The rent you were paying on the day you moved in if you moved in after May 17, 2021.

The landlord is permitted to increase your rent from this rolled-back amount, but they must provide you with a written 30-day notice beforehand and comply with the new rent increase restrictions described below.

### How much can my landlord legally raise my rent?

Landlords are limited to one rent increase within twelve months. The maximum legal increase, as outlined in the following guidelines, will remain in effect until September 30, 2023. It's important to note that this increase does not apply to your current rent but is applicable to the Base Rent described above. If you moved into your unit on or before May 17, 2021, the maximum allowable rent increase is 6.0%. If you moved into your unit after May 17, 2021, please refer to the table below to determine your allowable rent increase based on your move-in date.

Your allowable rent increase is zero if you moved in after May 17, 2022.

2021	July	Aug	Sept	Oct	Nov	Dec
June	5.0%	5.0%	4.75%	4.0%	3.5%	3.25%

2022	Feb	Mar	Apr
Jan	2.0%	1.0%	0.5%

The landlord is prohibited from raising the rent under specific circumstances, such as when there are significant habitability issues.

## PART 2: EVICTION PROTECTIONS

### Who is covered?

Measure H provides comprehensive eviction protections for nearly all residential tenants in Pasadena. If your landlord intends to evict you, they must provide a written notice specifying one of the permitted reasons for eviction. Please do not engage in self-eviction or vacate the premises without being aware of your rights.

Exceptions include tenants who:

- 1) Reside in hotels/motels for a duration of less than 30 days,
- 2) Occupy premises in hospitals, medical facilities, treatment/ recovery programs, asylums, monasteries, convents, educational dormitories, and non-profit homes for the elderly,
- 3) Reside in units owned by a non-profit organization under a tax credit program,
- 4) Occupy units owned by a government program that explicitly prohibits municipal rent regulation,
- 5) Share bathroom or kitchen facilities with their landlord in the landlord's primary residence and have a special "temporary tenancy" contract.

### Under what circumstances can my landlord legally evict me?

Your landlord is only permitted to evict you if one of the reasons listed below applies. The landlord must include one of these reasons in writing on the notice to quit for it to be valid.

- Failure to pay rent.
- Owner or owner's family move-in:
  - Note: This cannot be used if there is already another vacant unit on the property or if the relative already resides in another unit on the property.
- Withdrawal of the rental unit from the market.
- XX. Or other violation of your lease (please refer to Article XVIII of the Pasadena City Charter, Section 1806 (provide link)).

Note that renovation is no longer a valid reason for eviction. If your landlord has served you a 30, 60, or 90-day notice to quit based on substantial remodeling, it is likely unlawful.

A landlord may temporarily displace you from your unit if substantial repairs are required to bring the unit into compliance with health and safety codes. In such cases, the landlord must comply with all regulations and allow you to return to the original unit at the same rent once the repairs are complete. We strongly advise you to contact the Pasadena Rental Housing Board.

### Connect with the Pasadena Rental Housing Board

If you have questions, please contact the Pasadena Rental Housing Board.

Pasadena Rental Housing Board meets every 2nd & 4th Thursday of the month from 7-9PM.

Phone: (626) 744-7999

Email: [rentalboard@cityofpasadena.net](mailto:rentalboard@cityofpasadena.net)