

**PASADENA  
RENTAL HOUSING BOARD  
RESOLUTION NO. RHB-2023-10**

**A RESOLUTION OF THE PASADENA RENTAL HOUSING BOARD ADOPTING REGULATIONS ESTABLISHING RELOCATION ASSISTANCE AND RELOCATION SERVICES TO BE PROVIDED BY LANDLORDS TO TENANTS DISPLACED BY NO-FAULT EVICTIONS AND LARGE RENT INCREASES**

WHEREAS, the purpose of the Pasadena Fair and Equitable Charter Amendment (“Charter Amendment”) is to promote neighborhood and community stability, healthy housing, and affordability for renters in Pasadena by regulating excessive rent increase and arbitrary evictions to the maximum extent permitted under California law; and

WHEREAS, Section 1806(a) of the Charter Amendment prohibits a landlord from taking action to terminate a tenancy unless one of the enumerated “just cause” conditions exists; and

WHEREAS, paragraphs (8) through (11) of Section 1806(a) of the Charter Amendment enumerate conditions for terminating a tenancy that are no fault of the tenant, including necessary and substantial repairs, owner move-in, withdrawal of the unit permanently from the rental market, and government order; and

WHEREAS, Section 1806(b) of the Charter Amendment provides that any landlord seeking to terminate a tenancy and recover possession of a covered rental unit pursuant to paragraphs (8) through (11) of Section 1806(a) shall provide relocation assistance; and

WHEREAS, paragraph (C) of Section 1806(b) of the Charter Amendment requires a landlord to provide relocation assistance to any tenant who is displaced from a rental unit due to inability to pay a rent increase in excess of 5 percent plus the most recently announced Annual General Adjustment in any twelve-month period; and

WHEREAS, paragraph (B) of Section 1806(b) of the Charter Amendment requires the Rental Housing Board to issue rules and regulations establishing the amount of the relocation assistance to be provided by a landlord to an eligible tenant and the procedures for timely payment of the relocation assistance to the tenant; and

WHEREAS, tenants who are displaced from their homes are faced with a number of costs, including but not limited to, rental application fees, moving and packing expenses, costs associated with disconnecting and connecting utilities, and requirements to pay first month’s rent, last month’s rent, and a security deposit upon signing of a new lease; and

WHEREAS, the fair market rents in the City of Pasadena tend to track about 10 to 20 percent higher than the fair market rents for the Los Angeles-Long Beach-Glendale HUD Metro FMR Area, as published by the United States Department of Housing and Urban Development; and

WHEREAS, households with minor children, seniors, individuals with disabilities, and individuals with terminal illnesses often face additional barriers to securing housing affordable to their household due to limited availability of rental units that serve the particular needs of their household; and


WHEREAS, the Rental Housing Board held a publicly noticed meeting on September 27, 2023 and discussed and solicited public feedback on proposed relocation assistance amounts and procedures;

NOW, THEREFORE, BE IT RESOLVED by the Pasadena Rental Housing Board that the regulations set forth in Exhibit A and the relocation schedules set forth in Exhibit B are hereby adopted.

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The foregoing Resolution was regularly introduced and adopted at a Regular Meeting of the Rental Housing Board of the City of Pasadena, duly held on the 27th day of September 2023, by the following vote:

- AYES: Board Members Dunlop, Henry, Najera, Pitts, Chavez, Santiago, Chair Bell, Alternate Member Dreier
- NOES: Board Members Gonzalez, Torres
- ABSTAIN: Vice Chair Lamar
- ABSENT: Board Member Siegal

  
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 DESIREE ACOSTA  
 RECORDING BOARD SECRETARY

  
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 RYAN J. BELL  
 CHAIR, RENTAL HOUSING BOARD

- Exhibits): A. Regulations – Relocation Assistance Requirements
- B. Relocation Payment and Moving Expense Allowance Schedules for September 27, 2023 through September 30, 2024

## EXHIBIT A

### PASADENA RENTAL HOUSING BOARD REGULATIONS

#### RELOCATION ASSISTANCE REQUIREMENTS

- A. Purpose.** The Pasadena Fair and Equitable Rent Charter Amendment (“Charter Amendment”) seeks to promote neighborhood and community stability, healthy housing and affordability for Pasadena renters by regulating excessive rent increases and arbitrary evictions. The Charter Amendment 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, the Charter Amendment 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 the Charter Amendment by establishing the relocation assistance requirements and procedures for both Landlords and Tenants.
- B. 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 Amendment 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 the increase in the Consumer Price Index 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.

### **C. 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.

#### **D. Process for Payment and Receipt of Relocation Assistance.**

1. **Process for Eligible Tenant Household Defined in Section B.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 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) 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) days of service of the notice of termination of tenancy pursuant to Charter Amendment 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) 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) 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 B.1.e.

- a. **Notice of Inability to Pay Rent Increase.** Within thirty (30) 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) 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) 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) 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.
- E. 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.
- F. 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.
- G. 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.
- H. Effective Date.** These Regulations shall go into effect immediately upon their adoption by the Rental Housing Board.
- I. 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 Charter Amendment.

**EXHIBIT B**

**PASADENA RENTAL HOUSING BOARD**

**2023-2024 RELOCATION SCHEDULES**

**Base Payment and Special Circumstances Payment Schedule  
(9/27/2023-9/30/2024)**

<b>Length of Tenancy</b>	<b>Efficiency</b>	<b>1-bedroom</b>	<b>2-bedrooms</b>	<b>3-bedrooms</b>	<b>4+ bedrooms</b>
0-3 years	\$6,117	\$6,903	\$8,760	\$11,232	\$12,399
>3-10 years	\$8,156	\$9,204	\$11,680	\$14,976	\$16,532
>10 years	\$10,195	\$11,505	\$14,600	\$18,720	\$20,665
PLUS add'l payment for Special Circumstances Households	\$6,117	\$6,903	\$8,760	\$11,232	\$12,399

**Moving Expense Allowance Schedule (9/27/2023-9/30/2024)**

<b>Household Type</b>	<b>Moving Expense Allowance</b>
<b>Eligible Tenant Household (all adults)</b>	<b>\$1,503</b>
<b>Special Circumstances Household</b>	<b>\$4,534</b>