

INSTRUCTIONS FOR REQUEST FOR RENT ROLLBACK



OVERVIEW OF RENT ROLLBACK

The Pasadena Fair and Equitable Housing Charter Amendment (“Charter Amendment”) of the City of Pasadena is a voter-approved tenant protection law that regulates rent increases and decreases for most apartments in the City built before February 1, 1995. The Charter Amendment went into effect on December 22, 2022 (“Effective Date”).

Beginning on the Effective Date, Landlords were permitted to charge only the Base Rent plus any lawful Rent increases implemented pursuant to the terms of the Charter Amendment for a Covered Rental Unit. “Base Rent” means:

- For tenancies commencing on or before May 17, 2021, the Rent in effect on May 17, 2021.
- For tenancies commencing after May 17, 2021, the Rent paid by the Tenant upon initial occupancy.

Therefore, any Landlord who imposed a Rent increase between May 17, 2021 and the Effective Date was required to “roll back” the Rent to the Base Rent once the Charter Amendment went into effect.

AUTHORIZATION OF RENT WITHHOLDING

On August 23, 2023, the Rental Housing Board, which is responsible for the implementation and administration of the Charter Amendment, passed interim regulations authorizing any Tenant of a Covered Rental Unit whose Landlord has failed to roll back the Rent to withhold the **LESSER OF**:

- The total monthly Rent for the Covered Rental Unit; or
- The sum of the Rent that is being overcharged plus the total amount that the Tenant has overpaid since the Effective Date of the Charter Amendment.

A Landlord may not impose or charge any late fees or penalties to a Tenant who withholds Rent pursuant to this authorization. Additionally, a Tenant who withholds Rent in accordance with the process outlined in the interim regulations (and summarized below) has an additional affirmative defense to an unlawful detainer or other action brought by the Landlord to recover possession of the Rental Unit based on the Tenant’s nonpayment of Rent. **Although the Regulations authorize rent withholding, the Rental Housing Board cannot prevent a Landlord from attempting to terminate a tenancy, filing an unlawful detainer action, or instituting other legal action against a Tenant for failure to pay rent. Tenants are encouraged to seek legal counsel or advice from a tenant representative before proceeding with rent withholding.**

PASADENA RENTAL HOUSING BOARD
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RENT WITHHOLDING PROCESS

A Tenant who wishes to withhold Rent in accordance with the interim regulations is required to take the following steps:

- STEP 1:** Complete the attached "Request for Rent Rollback" form. Serve the completed and signed form on your Landlord and wait ten (10) calendar days.
- STEP 2:** If your Landlord does not comply with the request for rent rollback within the ten (10) calendar days, complete the "Notice of Rent Withholding" form. Serve the complete and signed form on your Landlord.
- STEP 3:** Within five (5) days after service of the "Notice of Rent Withholding" or after the first payment of Rent is withheld, whichever is later, file a completed and signed copy of both the "Request for Rent Rollback" and the "Notice of Rent Withholding" with the Rental Housing Board by **email at rentalboard@cityofpasadena.net**.
- STEP 4:** Either at the same time as the service of the "Notice of Rent Withholding" or at the time of the next Rent payment, whichever is later, you may withhold the amount of Rent as stated in the "Notice of Rent Withholding" form.
- STEP 5:** Continue to withhold Rent until your Landlord complies with the requirement to roll back your Rent and, if applicable, provides a refund of any remaining balance of Rent that you overpaid since the Effective Date.

DETERMINING BASE RENT AND RENT WITHHOLDING

STEP 1. Did your tenancy commence on or before May 17, 2021?

- a. If yes, proceed to Step 2.a.
- b. If no, proceed to Step 2.b.

STEP 2. Determine your Base Rent.

- a. What was your Rent on May 17, 2021?: _____
 - i. Proceed to Step 3.a.
- b. What was your Rent when you moved into your unit?: _____
 - i. Proceed to Step 3.b.

STEP 3. Determine any rent increases.

- a. Did your Landlord increase your Rent between May 17, 2021 and December 22, 2022?
 - i. If yes, skip to Step 5.
 - ii. If no, proceed to Step 4.
- b. Did your Landlord increase your Rent between the date you moved in and December 22, 2022?
 - i. If yes, skip to Step 5.
 - ii. If no, proceed to Step 4.

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STEP 4. If your Landlord did not increase your Rent at any time between May 17, 2021 and December 22, 2022, then you are **NOT** entitled to a rent rollback. However, you may still be paying the wrong rent if your rent was increased after the Effective Date. Review the Fact Sheet and contact the Rental Housing Board by **email at rentalboard@cityofpasadena.net** if you believe you received an improper Rent increase.

STEP 5. If your Landlord increased your Rent, complete the chart below. You will need to add additional months if you are completing this form after September 2023.

MONTH	BASE RENT (AMOUNT FROM STEP 2)	RENT PAID	DIFFERENCE BETWEEN BASE RENT AND RENT PAID
JANUARY 2023			
FEBRUARY 2023			
MARCH 2023			
APRIL 2023			
MAY 2023			
JUNE 2023			
JULY 2023			
AUGUST 2023			
SEPTEMBER 2023			
TOTAL AMOUNT OVER- PAID:			\$

STEP 6. Determine amount of monthly rent withholding.

- How much are you currently paying in rent each month?: \$ _____
- What is the difference between your current rent and your Base Rent?: \$ _____
- Does the sum of the Total Amount Overpaid (from Step 5) plus the amount you are overpaying (from Step 6.b.) exceed your total monthly Rent?

i. **EXAMPLE #1: SUM OF STEP 5 AND STEP 6.B. EXCEEDS TOTAL MONTHLY RENT.** A Tenant's Rent for a Covered Rental Unit was \$1,000 on May 17, 2021. On January 1, 2022, the Landlord increased the Rent to \$1,200. The Charter Amendment went into effect on December 22, 2022, and the Landlord did not roll back the Rent to the Rent on May 17, 2021. The Tenant has continued to pay \$1,200 since the Effective Date, and therefore has overpaid \$1,600 (i.e., \$200 times eight months (January 2023 through August 2023)). The Tenant is permitted to withhold the following:

- The total monthly rent of \$1,200 for the first month.** This includes \$1,000 of overpaid rent plus \$200 of unlawful Rent demanded by the Landlord. The Tenant pays \$0.

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- **A total of \$800 for the second month.** This includes the remaining \$600 of overpaid rent plus \$200 of unlawful Rent demanded by the Landlord. The Tenant pays \$400.
- **A total of \$200 for every month thereafter,** so long as the Landlord continues to fail to roll back the Rent. The Tenant pays \$1,000 for each month.

	A	B	C	D	E
WITHHOLDING MONTH	CURRENT RENT	MONTHLY OVER-CHARGE AMOUNT	BALANCE OF TOTAL OVER-PAID AMOUNT	WITH-HOLDING AMOUNT	RENT AMOUNT DUE
EXAMPLE MONTH #1	\$1,200	\$200	\$1,600	\$1,800	\$0
EXAMPLE MONTH #2	\$1,200	\$200	\$600	\$800	\$400
EXAMPLE MONTH #3	\$1,200	\$200	\$0	\$200	\$1,000

ii. **EXAMPLE #2: SUM OF STEP 5 AND STEP 6.B. DOES NOT EXCEED TOTAL MONTHLY RENT** A Tenant’s Rent for a Covered Rental Unit was \$1,000 on May 17, 2021. On January 1, 2022, the Landlord increased the Rent to \$1,050. The Charter Amendment went into effect on December 22, 2022, and the Landlord did not roll back the Rent to the Rent on May 17, 2021. The Tenant has continued to pay \$1,050 since the Effective Date, and therefore has overpaid \$400 (i.e., \$50 times eight months (January 2023 through August 2023)). The Tenant is permitted to withhold the following:

- **A total of \$450 for the first month.** This includes \$400 in overpaid rent plus \$50 of unlawful Rent demanded by the Landlord. The Tenant pays \$600.
- **A total of \$50 for every month thereafter,** so long as the Landlord continues to fail to roll back the Rent. The Tenant pays \$1,000 for each month.

	A	B	C	D	E
WITHHOLDING-MONTH	CURRENT RENT	MONTHLY OVER-CHARGE AMOUNT	BALANCE OF TOTAL OVER-PAID AMOUNT	WITH-HOLDING AMOUNT	RENT AMOUNT DUE
EXAMPLE MONTH #1	\$1,050	\$50	\$400	\$450	\$600
EXAMPLE MONTH #2	\$1,050	\$50	\$0	\$50	\$1,000

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EXAMPLE MONTH #3	\$1,050	\$50	\$0	\$50	\$1,000
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Based on the examples, complete the following chart to determine the amount of your withholding. Here is how each column is calculated:

- **COLUMN A:** The current amount of Rent being demanded by your Landlord.
- **COLUMN B:** The difference between your current rent and your Base Rent, per Step 6.b.
- **COLUMN C:** For the first month, the Total Amount Overpaid, per Step 5. For every month thereafter, calculated as C minus the difference of D and B.
- **COLUMN D:** The sum of B and C.
- **COLUMN E:** The difference of A minus D.

	A	B	C	D	E
WITHHOLDING-MONTH	CURRENT RENT	MONTHLY OVER-CHARGE AMOUNT	BALANCE OF TOTAL OVER-PAID AMOUNT	WITHHOLDING AMOUNT	RENT AMOUNT DUE
1					
2					
3					
4					
5					
6					

STEP 7. Use the information above to fill in the Request for Rent Rollback form.

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REQUEST FOR RENT ROLLBACK

TO LANDLORD/OWNER/AGENT: _____ DATE: _____

MAILING ADDRESS: _____

Street Number/Street Name

Unit

City

State

Zip Code

EMAIL ADDRESS: _____

REGARDING RENTAL UNIT: _____

Street Number/Street Name

Unit

City

State

Zip Code

To Whom It May Concern:

On November 8, 2022, the voters of the City of Pasadena passed Measure H, the Pasadena Fair and Equitable Housing Charter Amendment ("Charter Amendment"). On December 12, 2022, the City Council of the City of Pasadena adopted Resolution No. 9970, certifying the election results; the Charter Amendment was subsequently filed with the California Secretary of State and went into effect on December 22, 2022 ("Effective Date").

For those Rental Units covered by the Charter Amendment, the lawful Rent that can be charged as of the Effective Date of the Charter Amendment is the Base Rent (which is either the Rent that was in effect on May 17, 2021, or for tenancies commencing after that date, the Rent paid by the tenant upon initial occupancy). Beginning on the Effective Date, no Landlord shall charge Rent in an amount that exceeds the sum of the Base Rent plus any lawful rent increases actually implemented pursuant to the Charter Amendment.

The tenancy for this Rental Unit began:

On or before May 17, 2021, on which date the monthly rent was \$_____.

After May 17, 2021, at which time the initial rental amount was \$_____.

Prior to the Effective Date, you raised the Rent for my/our unit by \$_____ for a total monthly Rent of \$_____. Therefore, on the Effective Date, you were required to roll back the Rent to the lawful Base Rent for my/our unit, which is

\$_____. **To date, you have not complied with this requirement and are in violation of the Charter Amendment.**

In addition, on _____, you again raised my/our Rent by \$ _____, bringing my/our current Rent to \$ _____ per month. Since this Rent increase was based on the incorrect Base Rent, it was not properly implemented in accordance with the Charter Amendment and is unlawful.

The purpose of this letter is two-fold:

1. Request that you roll back the Rent for my/our unit to \$ _____, effective immediately.
2. Request that you refund me/us in the total amount of \$ _____, for the Rent that I/we have overpaid since the Effective Date of the Charter Amendment. I/we request that you provide the refund in the following manner:

- Personal check/money order Rent credit applied to future months
- Other: _____

The total amount of the refund requested in #2 above is calculated as follows:

MONTH	BASE RENT (AMOUNT FROM STEP 2)	RENT PAID	DIFFERENCE BETWEEN BASE RENT AND RENT PAID
JANUARY 2023			
FEBRUARY 2023			
MARCH 2023			
APRIL 2023			
MAY 2023			
JUNE 2023			
JULY 2023			
AUGUST 2023			
SEPTEMBER 2023			
TOTAL AMOUNT OVERPAID:			\$

YOU HAVE TEN (10) CALENDAR DAYS FROM THE RECEIPT OF THIS LETTER TO COMPLY.

Should you fail to comply with the requests after ten (10) days have elapsed, I/we intend to withhold Rent for my/our Rental Unit, as authorized by the interim regulations passed by the Pasadena Rental Housing Board on August 23, 2023. A copy of the regulations is attached to this letter for your information.

TENANT NAME: _____

TENANT SIGNATURE: _____

CONTACT INFORMATION (if desired): _____

PASADENA RENTAL HOUSING BOARD

INTERIM REGULATIONS

RENT WITHHOLDING FOR FAILURE TO ROLLBACK RENT

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. The Charter Amendment authorizes Landlords to seek rent increases via the Annual General Adjustment (“AGA”), as identified in Charter Section 1808(b). The AGA may only be imposed on the Base Rent, which is defined as “either the Rent in effect on May 17, 2021, for those tenancies commencing on or before May 17, 2021, or the rental rate paid by the Tenant upon initial occupancy for those tenancies commencing after May 17, 2021....,” by Charter Section 1803(c). As such, upon the effective date of the Charter Amendment (December 22, 2022), Landlords of Covered Rental Units were required to rollback the Rent to the Base Rent. The purpose of these interim regulations is to effectuate the intent of the Charter Amendment by providing a self-help remedy to Tenants of Covered Rental Units whose Landlords have failed to rollback the Rent in violation of the requirements of the Charter Amendment.

A. Authorization to Withhold Rent. A Tenant of a Covered Rental Unit whose Landlord has failed to roll back the Rent, in accordance with the requirements of the Charter Amendment, and who has met all the requirements of Section C below, is hereby authorized to withhold the lesser of one hundred percent (100%) of the total monthly rent or one hundred percent (100%) of the portion of the Rent that is being overcharged by their Landlord plus the total amount the Tenant has overpaid since the Effective Date of the Charter Amendment until their Landlord complies with the Rent rollback requirements.

1. Late Fees and Penalties. A Landlord shall not charge any late fees or penalties to a Tenant who exercises the option to withhold Rent pursuant to this Section B, so long as the Tenant has not withheld more than total amount overpaid by the Tenant since the Effective Date of the Charter Amendment.

B. Procedure for Rent Withholding.

1. Request for Rent Rollback. A Tenant who seeks to use the remedy provided for by these regulations shall provide their Landlord with a written “Request for Rent Rollback,” on a form provided by the Rental Housing Board. The “Request for Rent Rollback” shall provide the Landlord with ten (10) calendar days to roll back the Rent as required by the Charter Amendment, to provide written notice of such Rent rollback to the Tenant and to issue a refund to the Tenant for the total amount of overcharged Rent collected since the Effective Date of the Charter Amendment. The Tenant shall serve the “Request for Rent Rollback” in accordance with any of the methods of notice authorized by the Rental Housing Agreement for the Covered Rental Unit.

2. Notice of Rent Withholding. If a Landlord fails to roll back the Rent for a Covered Rental Unit after the expiration of the Tenant’s written Request for Rent Rollback, the Tenant shall provide the Landlord with a written “Notice of Rent Withholding,” on a form provided by the Rental Housing Board. The “Notice of Rent Withholding” shall inform the Landlord of the first month for which the Tenant intends to withhold payment of Rent. The Tenant shall serve the “Notice of Rent Withholding” in accordance with any of the methods of notice authorized by the Rental Housing Agreement for the Covered Rental Unit.

3. Filing Required. Within five (5) days after service of the Notice of Rent Withholding on the Landlord or within five (5) days after the first payment of Rent is withheld by the Tenant, whichever is later, the Tenant shall file with the Rental Housing Board, or its designee, a copy of the Request for Rent Rollback and a copy of the Notice of Rent Withholding. The Rental Board, or its designee, shall mail a copy of all documents filed by the Tenant with the Board to the Landlord within ten (10) days of receipt.

- C. Affirmative Defense.** In accordance with the authorization in Charter Amendment Section 1817(d), a Tenant who has followed the procedures set forth in these Regulations and who has not withheld more than total amount overpaid by the Tenant since the Effective Date of the Charter Amendment shall have an affirmative defense to an unlawful detainer or other action brought by the Landlord to recover possession of the Rental Unit based on the Tenant's withholding of Rent.
- D. Non-Exclusive Remedy.** The remedy provided for in these Regulations is not exclusive of, but rather in addition to, any remedies available pursuant to the Charter Amendment or at law, including a civil action by the Tenant for damages of excess rent.
- E. Effective Date.** These Regulations, including the rent withholding remedy provided for herein, shall go into effect on September 1, 2023.
- F. 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.