PRHB
PASADENA RENTAL HOUSING BOARD

# REGULAR MEETING AGENDA
# PASADENA RENTAL HOUSING BOARD
# February 20, 2025
# 6:00 P.M.

## COUNCIL CHAMBER, PASADENA CITY HALL 100 NORTH GARFIELD AVENUE, ROOM S249

NOTICE IS HEREBY GIVEN that a regular meeting of the Pasadena Rental Housing Board will be held on Thursday, February 20, 2025, at 6:00 p.m., at the Council Chamber, Pasadena City Hall 100 North Garfield Avenue, Room S249, Pasadena, CA.

Ryan Bell

Ryan Bell, Chair

I HEREBY CERTIFY that this notice was posted in its entirety on the Internet at https://www.cityofpasadena.net/commissions/pasadena-rental-housing-board/ at Pasadena City Hall in the rotunda, Council Chamber Bulletin Board Room S249, City Hall, 100 North Garfield Avenue, and a copy was distributed to Central Library for posting this 14th day of February, 2025, at 5:30 p.m., and that copies hereof were faxed or delivered to each member of the PRHB member, and to each local newspaper of general circulation, radio or television station requesting notice in writing, all of which recipients are identified on the distribution list set forth herein below.

Desiree Acosta

Desiree Acosta
Recording Secretary

*In compliance with the Americans with Disabilities Act, Assistive Listening Devices are available at all Pasadena Rental Housing Board Meetings. Assistive Listening headphones and neckloops can be checked out at the staff desk. To request meeting materials in alternative formats or other disability-related modifications or accommodations necessary to facilitate meeting participation, please contact the Rent Stabilization Department as soon as possible at (626) 744-7999 or rentalboard@cityofpasadena.net. Providing at least 72 hours advance notice will help ensure availability.*

*Spanish language translation services will be available at each meeting of the Pasadena Rental Housing Board.*

*Los servicios de traducción en español estarán disponibles en cada reunión de la Junta de Vivienda de Alquiler de Pasadena.*

*Additional language translation services are available for this meeting by calling (626)744-7999 at least 24 hours in advance.*

*Items on the agenda may not be called in order listed. Agendas and supporting documents are available on the Internet at* https://www.cityofpasadena.net/commissions/pasadena-rental-housing-board/

*Materials related to an item on this Agenda submitted to the Pasadena Rental Housing Board **after** distribution of the agenda packet are available for public inspection in the City Clerk's Office at 100 N. Garfield Avenue, Room S-228, Pasadena, during normal business hours.*

**PUBLIC COMMENT AT THE PASADENA RENTAL HOUSING BOARD MEETING FOR February 20, 2025 AT 6:00 P.M. WILL BE ACCEPTED IN-PERSON AND BY VIDEOCONFERENCE/TELECONFERENCE.**

In order to facilitate public participation at meetings the Board will accept public comment in the following manner:

1. **In-person Meeting Participation**: Members of the public may provide public comment in person by submitting a speaker card prior to the start of public comment on that item.

   If a public comment speaker wishes to speak on more than one agenda item, please indicate which items on the speaker card. Public comments are limited to 3 minutes each, and the Chair and Board may limit this time if reasonable under the circumstances.

2. **Virtual Meeting Participation:** For virtual participants, you may attend by connecting to the meeting using a computer, other electronic device, or by telephone. Please review the agenda to identify the published start time for the meeting and connect to the meeting just prior to, or at the start of the meeting.

   To participate in public comment for an item and to be recognized to speak, members of the public may use the "raise hand" feature in the Zoom meeting. This will allow staff to locate and promote the speaker into the meeting when it is time for their public comment. Participants' calls to the Pasadena Rental Housing Board meeting will be recorded as part of the meeting. By staying on the line and making public comment during the meeting by phone or electronic device, you are agreeing to have your call recorded. Following is the connectivity information for virtual participation:

   Computer or electronic devices, join the meeting at:
   https://us02web.zoom.us/j/89816590299

   Telephone only dial-in: 1-669-900-6833, Meeting ID: 898 165 902 99

3. Members of the public may submit correspondence of any length prior to the start of the meeting, at the following email address:

   **rentalboard@cityofpasadena.net**

   Correspondence will be forwarded to the Board prior to the start of the meeting, posted online, and made part of the legislative record for the item.

**IF YOU NEED A REASONABLE MODIFICATION OR ACCOMMODATION PURSUANT TO THE AMERICANS WITH DISABILITIES ACT**

**BECAUSE YOU ARE UNABLE TO PARTICIPATE ELECTRONICALLY AS SET FORTH ABOVE, CONTACT THE RENT STABILIZATION DEPARTMENT AS SOON AS POSSIBLE AT (626) 744-7999 OR RENTALBOARD@CITYOFPASADENA.NET.**

PRHB
PASADENA RENTAL HOUSING BOARD

# REGULAR MEETING AGENDA
# PASADENA RENTAL HOUSING BOARD
# February 20, 2025

## PUBLIC MEETING 6:00 P.M.

**BOARD MEMBERS:**

Ryan Bell, Chair, District 6/Tenant
Brandon Lamar, Vice Chair, District 3/Tenant
Deborah Dunlop, District 7/Tenant
Lourdes Gonzalez, At Large
Allison Henry, At Large
Emanuel Najera, District 1/Tenant
Barbara Pitts, District 4/Tenant
Dianne Romero Chavez, District 2/Tenant
Arnold Siegel, At Large
Yaneli Soriano Santiago, District 5/Tenant
Adela Torres, At Large

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Peter Dreier, Alternate At Large
Christine Rodriguez, Alternate Tenant

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# REGULAR MEETING
# AGENDA
# PASADENA RENTAL HOUSING BOARD
# FEBRUARY 20, 2025

Public Meeting: 6:00 P.M.
Pasadena City Hall, Council Chamber
100 North Garfield Avenue, Room S249

## PUBLIC MEETING – 6:00 P.M.

***ROLL CALL***

## PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

*Public comment will be limited to a total of **30 minutes** at the beginning of the meeting and will continue at the conclusion of the meeting, if necessary. Please limit comments to **3 minutes** each.*

## APPROVAL OF MINUTES

1. **NOVEMBER 7, 2024, MINUTES**

## OLD BUSINESS

2. **ADOPT THE FOLLOWING REGULATIONS IN RESPONSE TO THE WINDSTORM AND FIRES OF JANUARY 2025:**
   1) **PROHIBITING EVICTIONS ON THE BASIS THAT TENANT HAS A PET OR ADDITIONAL OCCUPANTS IF THE TENANT IS HOUSING PETS OR ADDITIONAL OCCUPANTS TO ASSIST FIRE VICTIMS;**
   2) **EXTENDING SHORT-TERM RENTAL TO BE CONSIDERED TRANSIENT OCCPANCIES IF THE STAY IS BEYOND 30 DAYS FOR FIRE VICTIMS;**
   3) **ALLOWING A TEMPORARY REDUCTION IN RENT WITHOUT IMPACTING BASE RENTS AND FUTURE RENT INCREASES; AND**

   **ADOPT A RESOLUTION ALLOWING THE RETURN OF PRORATED REGISTRATION FEE FOR UNITS DESTROYED BY THE EATON FIRE**

   **RECOMMENDATION:** It is recommended that the Pasadena Rental Housing Board:

   (1) Adopt the following regulations in response to the windstorm and fires of January 2025:

   a. Prohibiting evictions on the basis that tenant has a pet or additional occupants if the tenant is housing pets or additional occupants to assist fire victims;

b. Extending short-term rental to be considered transient occupancy if the stay is beyond 30 days for fire victims; and
c. Allowing a temporary reduction in rent without impacting base rents and future rent increases.

(2) Adopt a resolution allowing the return of prorated registration fee for units destroyed by the Eaton Fire.

(3) Find that adoption of the proposed regulations and resolution would be organizational or administrative activities, and therefore not a "project" subject to the California Environmental Quality Act (CEQA) as defined by Section 21065 of the Public Resource Code and Section 15378 (b) of the California Code of Regulations.

**3. PROPOSED PASADENA RENTAL HOUSING BOARD REGULATIONS CHAPTER 11: ANTI-HARASSMENT AND ANTI-RETALIATION**

**RECOMMENDATION:** It is recommended that the Pasadena Rental Housing Board:

(1) Find that the proposed actions are exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the of the California Code of Regulations (common sense exemption); and

(2) Adopt the proposed Pasadena Rental Housing Board Chapter 11: Anti-Harassment and Anti-Retaliation Regulations.

## NEW BUSINESS

## INFORMATION ITEM

**4. DEPARTMENT OPERATING BUDGET-QUARTERLY UPDATE**

**RECOMMENDATION:** This report is for information only.

**5. AD HOC COMMITTEE UPDATES AND FUTURE AGENDA ITEMS**

**A. COMMUNITY OUTREACH**
**B. POLICY AND PROGRAM DEVELOPMENT**
**C. RELOCATION ASSISTANCE POLICY REVIEW**

## PUBLIC COMMENT – CONTINUED IF NECESSARY

## ADJOURN

# PASADENA RENTAL HOUSING BOARD

# FEBRUARY 20, 2025

# ITEM 1

# MINUTES

**PASADENA RENTAL HOUSING BOARD MEETING MINUTES**
**NOVEMBER 07, 2024 – 6:00 P.M.**
**Pasadena City Hall, Council Chamber 100 North Garfield Avenue, Room S249**

**OPENING**

Chair Bell called the meeting of the Pasadena Rental Housing Board to order at 6:04 p.m.

**ROLL CALL:**

Chair Ryan Bell
Vice Chair Brandon Lamar-Absent
Board Member Deborah Dunlop
Board Member Lourdes Gonzalez-Absent
Board Member Allison Henry
Board Member Emanuel Najera
Board Member Barbara Pitts
. Board Member Dianne Romero Chavez
Board Member Arnold Siegel
Board Member Yaneli Soriano Santiago
Board Member Adela Torres-Absent
Alternate Board Member Peter Dreier (At-Large)

Karen Tiedemann, Goldfarb Lipman Attorney Via Zoom
Staff: Nazanin Salehi, Goldfarb Lipman Attorney-Via Zoom
Helen Morales, Director
Alyssa Martinez, Deputy City Attorney-Via Zoom
Desiree Acosta, Recording Secretary
Jaclyn Greenberg, Executive Assistant

**PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA**

Chair Bell announced that Kiana Martinez housing counselor is present at tonight's meeting to assist with any rental housing questions.

John Weyermuller, Pasadena resident, had concerns regarding issues with their new landlord and harassment they are encountering. Mr. Weyemuller was referred to Kiana Martinez to further assist.

Margaret McAustin, Pasadena resident and property owner, is seeking for the board to consider a facilitated means of hearing cases for mom-and-pop property owners.

Theo Waddell, Pasadena resident and property owner, expressed concerns regarding relocation assistance and provided an alternate to allow a reduction for owners that are senior and/or disabled such as is provided to tenants.

Dr. Gary Hampton Maat-Hotep, Pasadena resident, expressed his concerns regarding the Improper and illegal selection process for the

Pasadena Rental Housing Board's new Deputy City Attorney and the recently selected Executive Director for the Rent Stabilization Department.

Michelle Martin, Pasadena resident, expressed concerns regarding Christy George of Karis Management and continues harassment she is receiving.

Gina, Pasadena resident on Zoom, district 7 tenant, is seeking clarification regarding an update of the page two of two on the signature lines of the notice to tenants of buyout negotiation rights form.

**APPROVAL OF MINUTES**

It was moved by Board Member Najera, seconded by Board Member Dunlop, to approve the minutes of the August 15, 2024 and September 5, 2024 meeting, as is.

AYES: Board Members Dunlop, Henry, Najera, Pitts, Chavez, Siegel, Santiago, Vice Chair Bell, and at-large Board Member Dreier

NOES: None
ABSENT: Vice Chair Lamar, Board Member Gonzalez, Torres
ABSTAIN: None

Following Board discussion, the following individual provided public comments.

Simon Gibbons, Pasadena resident, expressed his concerns regarding the meeting minutes.

Dr. Gary Hampton Maat-Hotep, Pasadena resident, expressed his concerns regarding the meeting minutes.

Legal Counsel Karen Tiedemann stated that the minutes are a summary not word for word minutes.

**INFORMATION ITEM**

**ELLIS ACT AND SB 330/AB 1218 STUDY SESSION REGARDING AVAILABLE TENANT PROTECTIONS IN EVENT OF WITHDRAWAL OF RENTAL UNITS FROM THE RENTAL MARKET**

**RECOMMENDATION**: It is recommended that the Pasadena Rental Housing Board receive information regarding the Ellis Act and provide direction to the staff regarding a recommendation to the City Council for adoption of Ellis Act protections.

Chair Bell introduced the item, and Legal Counsel Karen Tiedemann summarized as a Power Point presentation and responded to questions. Legal Counsel Karen Tiedemann stated the purpose of this is to receive information and provide direction to staff regarding potentially a recommendation to the City Council for adoption of Ellis Act protections.

The Board discussed the following issues:

- Clarification, regarding what authority the city has to monitor and investigate Ellis Act applications.

- Clarification regarding does a landlord who wants to file an Ellis Act eviction, would it come to the Pasadena Rental Housing Board or to the city? Legal Counsel Tiedeman stated that they would have to file a notice with the department but do not need the PRHB approval.

- Requesting staff to look into the claim that there's been a significant number of property sales within the city.

Following Board discussion, the following individual provided public comments.

Dr. Gary Hampton Maat-Hotep, Pasadena resident, stated the charter amendment prohibits the City Council's involvement.

Simon Gibbons, Pasadena resident and property owner, suggest the PRHB ask for a report on what impact these changes have on construction.

Gina, Pasadena resident, on Zoom stated Voluntary vacate buyouts are the realistic solution to this Ellis Act.

Desiree Acosta, Recording Secretary, reported that the PRHB received correspondence related to this item, which was distributed to the Board and made part of the record for this item.

On the order of the Chair, and consensus of the PRHB, the information and direction to staff was received and filed.

**INFORMATION ITEM**

**DEPARTMENT DIRECTOR'S REPORT**

**A. OUTREACH AND COMPLIANCE**
**B. BHYV CONSULTING LLC PROJECT CLOSEOUT SUMMARY**
**C. RENTAL REGISTRY**
**D. ADMINISTRATIVE UPDATE**
**E. PASADENA RENTAL HOUSING BOARD ALTERNATE TENANT VACANCY**
**F. FY 25 QUARTER 1 RENT STABILIZATION DEPARTMENT BUDGET UPDATE**

Chair Bell introduced the item, and Director Helen Morales provided an update as part of a PowerPoint presentation and responded to questions. Director Morales provide an update on outreach the RSD staff is doing. Notable highlights are that we've had a considerable drop in rent increases from last month. In August we had 83 rent increase inquiries and for September we had 44. We also saw a considerable increase in eviction inquiries over representing 50 this month, which is approximately 58% for the entire period that we have represented here.

The department had four new systems that have been put through and implemented, they are the following: The Rental Registry, Zendex, which is the housing counselor system, the Eviction Notice Portal, and the Five 9 Phone system.

Director Helen Morales introduced Management Analyst Will Panza to provide the Rent Stabilization Department operating budget for FY24 summary and FY25 quarterly update.

The Board discussed the following issues:

- Clarification regarding Director Helen Morales plans are to make sure that every tenant in the city gets some information of what their rights are under our laws.

- Seeking clarification regarding if landlords can submit petitions and or tenants submit petitions.

- Requesting a GPS mapping on evictions by districts.

Following Board discussion, the following individuals provided public comments.

Dennis Jebbia, Pasadena resident, seeking clarification regarding the BHYV contract and if that payment was reasonable based on the timeline.

Simon Gibbons, Pasadena resident and landlord, stated concerns regarding the BHYV contract.

Dr. Gary Hampton Maat-Hotep, Pasadena resident, expressed concerns regarding the hiring of the Rent Stabilization Director.

Gina, Pasadena resident on Zoom, seeking clarification regarding publish the voluntary vacate tenant buyout amounts.

On the order of the Chair, and consensus of the PRHB, the information and direction to staff was received and filed.

**AD HOC COMMITTEE REPORTS:**

**A. COMMUNITY OUTREACH**
**B. POLICY AND PROGRAM DEVELOPMENT**
**C. RELOCATION ASSISTANCE POLICY REVIEW**

Board Member Henry, Community Outreach Committee lead provided an update regarding the tip of the month and the department website address, where you can find the recorded sessions under Notices, forms and resources, both on the tenant and the landlord tab, and also the relocation policy survey.

Board Member Santiago, Policy, and Program Development Committee lead, provided and update that they are currently working on harassment and retaliation regulations.

Board Member Henry provided an update for the Relocation Assistance Policy Review Committee, that they have had limited number of surveys come in and it is concerning. She attended the meeting last Wednesday for the property owner stakeholder meeting. Is encouraging the community to reach out to staff, or the Rental Housing Board, to submit your questionnaires about relocation assistance. They are seeking thought and feedback from tenants and landlords regarding relocation costs.

Following Board discussion, the following individual provided public comments.

Dr. Gary Hampton Maat-Hotep, Pasadena resident, expressed his concerns regarding ad hoc committees and information available.

Simon Ybarra, Pasadena resident, expressed his concerns regarding relocation assistance review.

Joe Castel, Pasadena resident, expressed his concerns regarding rent increase and relocation assistance.

Following discussion, by order of the Chair, and consensus of the PRHB, the information was received and filed.

**ADJOURNMENT:** On the order of the Chair, the meeting of the Pasadena Rental Housing Board was adjourned at 9:16 p.m.

_____
RYAN BELL, Chair
Pasadena Rental Housing Board

ATTEST:

_____
Desiree Acosta
Recording Secretary

# PASADENA RENTAL HOUSING BOARD

# FEBRUARY 20, 2025

# ITEM 2

# MEMORANDUM

# Agenda Report

February 20, 2025

**TO:** Pasadena Rental Housing Board

**FROM:** Rent Stabilization Department

**SUBJECT:** **ADOPT THE FOLLOWING REGULATIONS IN RESPONSE TO THE WINDSTORM AND FIRES OF JANUARY 2025:**

1) **PROHIBITING EVICTIONS ON THE BASIS THAT TENANT HAS A PET OR ADDITIONAL OCCUPANTS IF THE TENANT IS HOUSING PETS OR ADDITIONAL OCCUPANTS TO ASSIST FIRE VICTIMS;**
2) **EXTENDING SHORT-TERM RENTAL TO BE CONSIDERED TRANSIENT OCCPANCIES IF THE STAY IS BEYOND 30 DAYS FOR FIRE VICTIMS;**
3) **ALLOWING A TEMPORARY REDUCTION IN RENT WITHOUT IMPACTING BASE RENTS AND FUTURE RENT INCREASES; AND**

**ADOPT A RESOLUTION ALLOWING THE RETURN OF PRORATED REGISTRATION FEE FOR UNITS DESTROYED BY THE EATON FIRE**

## RECOMMENDATION:

It is recommended that the Pasadena Rental Housing Board (Board):

1. Adopt the following regulations in response to the windstorm and fires of January 2025:
    a. Prohibiting evictions on the basis that tenant has a pet or additional occupants if the tenant is housing pets or additional occupants to assist fire victims;
    b. Extending short-term rental to be considered transient occupancy if the stay is beyond 30 days for fire victims; and
    c. Allowing a temporary reduction in rent without impacting base rents and future rent increases.

2. Adopt a resolution allowing the return of prorated registration fee for units destroyed by the Eaton Fire.
3. Find that adoption of the proposed regulations and resolution would be organizational or administrative activities, and therefore not a "project" subject to the California Environmental Quality Act (CEQA) as defined by Section 21065 of the Public Resources Code and Section 15378(b) of the California Code of Regulations.

## BACKGROUND:

On February 6, 2025, at its regularly scheduled meeting, the Board received a staff report to Consider Options for Potential Action in Response to the Windstorm and Fires of January 2025. The Board directed staff to return to the Board with regulations on the following options:

- Prohibiting evictions on the basis that tenant has a pet or additional occupants if the tenant is housing pets or additional occupants to assist fire victims;
- Extending short-term rental to be considered transient occupancy if the stay is beyond 30 days for fire victims; and
- Allow a temporary reduction in rent without impacting base rents and future rent increases.

The Board also requested staff to return with a Resolution allowing the return of prorated registration fee for units destroyed by the Eaton Fire.

The Board further directed staff to schedule the following items at a later date to allow the Board to more time to fully consider:

- Amend existing Chapter 4 Regulations to reduce relocation payments owned to tenants in the event of an owner move-in;
- Regulations governing repairs while a tenant remains in possession of the unit; and
- Tenant Buyout Regulations.

### 1. Adopt Regulations prohibiting evictions on the basis that tenant has a pet or additional occupants if the tenant is housing pets or additional occupants to assist fire victims.

The Board requested that staff return with a regulation prohibiting evictions on the basis that tenant has a pet or additional occupants if the tenant is housing pets or additional occupants to assist fire victims. The proposed amendments to the Pasadena Rental Housing Board Regulations Chapter 4: Just Cause for Eviction are provided as Attachment A.

Governor Newsom’s Executive Order N-11-25, which temporarily suspends evictions and prohibits eviction notices for lease violations related to sheltering fire victims in

Los Angeles County, does not provide protections related to sheltering pets and expires on March 8, 2025. In compliance with that Order, and to further the purpose of the Charter Amendment to "promote neighborhood and community stability" in the wake of the windstorm conditions and critical fire events affecting the City of Pasadena between January 7, 2025, and January 31, 2025 ("Eaton Fire"), and pursuant to Section F of the Rental Housing Board's Chapter 3 Regulations, this provision clarifies that for the purposes of Section 1806(a)(2) of the Charter Amendment, the presence of unauthorized occupants or pets in a Covered Rental Unit due to displacement by the Eaton Fire shall not qualify as a substantial violation of the material terms of a rental agreement until 90 days after adoption of this provision by the Rental Housing Board. Proof of displacement may include utility bills, mail, veterinarian bills, photos, social media posts, email or text messages conversations, or other documentation referencing a residential address listed as destroyed or red-tagged on structure assessment maps on the Los Angeles County or City of Pasadena websites.

2. **Short-Term Rentals**.

Governor Newsom's Executive Order N-14-25 provides, among other items, that persons displaced as a result of a fire staying in a hotel or motel in Los Angeles County will continue to be considered transient occupants even if the stay extends beyond 30 days. The Executive Order was necessary because California law defines the hiring of a dwelling unit, thus creating a landlord tenant relationship, to include transient occupants that reside in motels or hotels for longer than 30 days.

Article XVIII exempts motel and hotel units that are rented for no more than 30 days. Once a motel or hotel unit is rented for longer than 30 days, under Article XVIII, it is a Covered Rental Unit. Although the Executive Order applies to Pasadena and should be interpreted such that hotel and motel rooms rented to fire victims for more than 30 days are not considered Covered Rental Units, in an effort to protect those persons who continue to be displaced, the proposed amendments to Pasadena Rental Housing Board Regulation Chapter 9: Rental Registration, Attachment B, would continue the exemption provided by the Governor Newsom's Executive Oder N-14-15.

In compliance with that Order, and to further the purpose of the Charter Amendment to "promote neighborhood and community stability" in the wake of the windstorm conditions and critical fire events affecting the City of Pasadena between January 7, 2025, and January 31, 2025 ("Eaton Fire"), the amendment clarifies that for the purposes of Section 1804(a)(1) of the Charter Amendment, a transient occupancy remains fully exempt if the occupant was displaced by the Eaton Fire and pays a transient occupancy tax, regardless of the length of their stay. After March 8, 2025, and through May 1, 2025, units in hotels, motels, inns, tourist homes, lodging and rooming houses and boarding houses, including hotels, lodging houses, rooming houses, and boarding houses as defined in Pasadena Municipal Code Section 14.12.030 which house occupants displaced by the Eaton Fire who continue to pay a transient occupancy tax or have a written agreement permitted by Pasadena Municipal Code section 4.44.020 shall not become Covered Rental Units unless at least three of the criteria listed in Section 1803(o) apply.

3. **Regulations to allow a temporary reduction in rent without impacting base rents and future rent increases**.

   Article XVIII limits rent increases to the allowed AGA unless a petition is filed for an upward adjustment. Additionally, rent increases are limited to one increase per year. Some landlords may be willing to decrease their tenants' rents temporarily to assist with fire recovery. In order to encourage landlords to consider temporary rent decreases, the Pasadena Rental Housing Board Regulations Chapter 8: Procedures for Annual General Adjustment is amended (Attachment C) to allow landlords to not be impacted by base rents and future rent increases if they temporarily decrease the tenants' rents to assist with fire recovery.

   The amended regulation for Chapter 8: Procedures for Annual General Adjustments provides that at any time, Landlords and Tenants may enter into a Voluntary Agreement to reduce the Tenant's Rent on a Covered Rental Unit, provided such Voluntary Agreement does not change any of the other terms of the tenancy. If the Landlord and Tenant enter into a Voluntary Agreement, the Tenant's Rent may be returned to the lawful Rent for the Covered Rental Unit in effect immediately prior to the effective date of the Voluntary Agreement in accordance with the terms of any such Voluntary Agreement, and the return to the prior lawful Rent shall not be considered a rent increase pursuant to Section 1808 of Article XVIII of the Pasadena City Charter, which limits rent increases to (a) no more than the Annual General Adjustment (AGA) each year, and (b) no more than one (1) increase per twelve (12) month period.

   In the event of any such Voluntary Agreement, the AGA adopted by the Board and effective after the execution of the Voluntary Agreement shall be calculated based on the Tenant's lawful Rent for the Covered Rental Unit immediately preceding the effective date of the Voluntary Agreement. Nothing shall prohibit a Landlord who enters into a Voluntary Agreement that remains in effect for at least thirteen (13) months from taking any applicable AGAs during the term of the Voluntary Agreement after the termination or expiration of the Voluntary Agreement.

   In the event where a Landlord and Tenant have entered into a Voluntary Agreement, the Landlord shall issue a Notice of Return to Prior Rent at least thirty (30) days before the Tenant's Rent for a Covered Rental Unit is reinstated to the lawful amount that was in effect immediately preceding the effective date of the Voluntary Agreement. The Pasadena Rental Stabilization Department ("Department") shall create and provide a sample Notice of Return to Prior Rent form that Landlords may use to notify Tenants about the reinstatement of Tenant's pre-Voluntary Agreement Rent.

   Additionally, the Landlord shall file a copy of the Voluntary Agreement with the Department within seven (7) days of the execution of the Voluntary Agreement. The Landlord shall also file a copy of the Notice of Return to Prior Rent with the Department within seven (7) days of service upon the Tenant.

4. **Return Prorated Registration Fees.**

   The PRHB considered a prorated return of registration fees for the 2024-2025 fiscal year for units destroyed by the Eaton Fire. Staff had reported that there was only one property with four (4) units, however upon further review, in consideration of single-family dwellings, staff determined a total of eleven (11) units were red tagged and destroyed by the Eaton Fire.

   Each of the eleven (11) units would be eligible for a 6-month refund at the rate of $61.43 (50% of the $122.86 registration fee). This would amount to a total refund in the amount of $675.73 for all eleven (11) units. A copy of the Resolution is provided as Attachment D.

## ENVIRONMENTAL ANALYSIS:

CEQA excludes from environmental review actions that are not "projects", as defined by Section 21065 of the Public Resources Code and Section 15378(b) of the California Code of Regulations. Sections 21065 and 15378(b) define a project as an action which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Section 15378 excludes from the definition of "project" organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment. If the PRHB undertakes organizational or administrative activities, such as creating or modifying regulations that further safeguard and assist those affected by the Eaton Fire, these actions would be administrative activities, and therefore would not be a "project" as defined by CEQA. Since the actions would not a project subject to CEQA, no environmental document is required.

## FISCAL IMPACT:

Staff estimates that the only financial impact that the Department will have will result from the refund of registration fees for the eleven (11) units that have red tagged and destroyed. This would amount to a total refund in the amount of $675.73 for all eleven (11) units and a reduction in the Department budget by $675.73. Staff estimates no further financial impacts.

## ATTACHMENTS:

Attachment A- PROPOSED AMENDMENTS TO PASADENA RENTAL HOUSING BOARD REGULATIONS CHAPTER 4: JUST CAUSE FOR EVICTION

Attachment B- PROPOSED AMENDMENTS TO PASADENA RENTAL HOUSING BOARD REGULATIONS CHAPTER 9: RENTAL REGISTRATION

Attachment C- PROPOSED AMENDMENTS TO PASADENA RENTAL HOUSING BOARD REGUALTIONS CHAPTER 8: PROCEDURES FOR ANNUAL GENERAL ADJUSTMENTS

Attachment D-PROPOSED RESULTION OF THE PASADENA RENTAL HOUSING BOARD AUTHORIZING THE RENT STABILIZATION DEPARTMENT TO ISSUE A PRORATED REFUND OF THE RENTAL REGISTRY FEE FOR UNITS DESTROYED BY THE EATON FIRE

Respectfully submitted,

HELEN MORALES
Executive Director, Rent Stabilization Department

Approved by:

Allysa Martinez
Deputy City Attorney

# PASADENA RENTAL HOUSING BOARD

# FEBRUARY 20, 2025

# ITEM 2

# ATTACHMENT A

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 ("Charter Amendment") 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 Amendment 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 the Charter Amendment; 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 Amendment 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 Amendment Sections 1806(a)(2) or (a)(3) shall include a copy of the Written Notice to Cease (as defined in Charter Amendment 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 Amendment 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 Amendment 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 Amendment 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. **Purpose.** Charter Amendment Section 1806(a)(8)(Necessary and Substantial Repairs Requiring Temporary Vacancy) permits the eviction of a Tenant where the Landlord, after having obtained "all necessary permits from the City of Pasadena," seeks in good faith to undertake substantial repairs that are necessary to bring the Covered Rental Unit into compliance with all applicable healthy and safety laws and that have been independently verified by the City to require the Tenant(s) to vacate for at least thirty (30) days. Charter Amendment Section 1806(a)(10) (Withdrawal of the Unit Permanently from Rental Market) permits an owner to evict a Tenant where the Landlord seeks to withdraw all of the Rental Units in the Property from the rental market; if demolition is the purpose of the withdrawal, then the Landlord can only evict the Tenants after having received "all needed permits from the City of Pasadena."

2. **In-Lieu Permit for Demolition.** For the purposes of Charter Amendment Section (a)(10), if the Landlord is unable to obtain "all needed permits" from the City because vacation of the building or shut off of one (1) or more utilities that require the Tenants to vacate is a prerequisite to issuance of the permit, then the Landlord shall instead submit a Request for an In-Lieu Permit to the Rent Stabilization Department, on a form provided by the Rent Stabilization Department.

a. **Request Requirements.** At a minimum, the Request for In-Lieu Permit shall include the following:

i. **Project Information**. A description of the project and the expected date by which the Property will be demolished.

ii. **Landlord Declaration.** A signed and notarized declaration by the Landlord, under penalty of perjury, that they have (i) submitted one (1) or more application(s) to the relevant City departments for "all needed permits" and (ii) intend to follow through with the demolition of the Property, on a form provided by the Rent Stabilization Department.

iii. **Verification Statement.** A signed statement from an official of the City of Pasadena's Planning & Community Development Department, or other responsible City department, on a form provided by the Rent Stabilization Department, verifying that (i) the Landlord has submitted the application(s) and received approval for the permits or plans indicated on the Request for In-Lieu Permit; (ii) that the Landlord has paid all of the fees due (as determined by the Planning & Community Development); and (iii) their Department is unable to issue a demolition permit to the Landlord prior to the vacation of the Property by all occupants and/or the shut off of one (1) or more utilities that require the Tenants to vacate the Property.

- Notwithstanding the foregoing, the Rent Stabilization Department may, in its sole discretion, waive the requirement that a Landlord submit a Verification Statement if it is able to directly obtain and verify the information that would be provided in the Verification Statement from the City of Pasadena's Planning & Community Development Department, or other responsible City department.

b. **Determination and Issuance.** The Rent Stabilization Department will review the Request for In-Lieu Permit within twenty (20) business days after receipt of the request.

i. Complete. If the information in the Request for In-Lieu Permit is complete, the Rent Stabilization Department, will issue an In-Lieu Permit, in a form authorized by the Rent Stabilization Department, within ten (10) business days after completing its review.

ii. Incomplete. If the information in the Request for In-Lieu Permit is incomplete, the Rent Stabilization Department, will inform the Landlord of the information that is missing. Upon

resubmission of the Request for In-Lieu Permit, the timeline set forth in this Section 3(b) shall restart.

c. **Satisfaction of Charter Amendment Requirement.** The In-Lieu Permit shall be sufficient to satisfy the requirements of Charter Amendment Section 1806(a)(10) and shall allow the Landlord to issue a notice of termination of tenancy in accordance with that section.

d. **Copy of Permit(s).** Regardless of the type of permit that the Landlord obtains, the Landlord seeking to terminate a tenancy or otherwise recover possession of a Covered Rental Unit based on Charter Amendment Section 1806(a)(10) shall include a copy of the permit(s) with the notice(s) of termination of tenancy served on all affected Tenant(s).

3. **Confirmation of Necessary and Substantial Repairs.** Where the Landlord seeks to terminate the tenancy or otherwise recover possession of a Covered Rental Unit on the basis of Charter Amendment Section 1806(a)(8) (Necessary and Substantial Repairs Requiring Temporary Vacancy), the responsible City Department shall also confirm that the repairs to be undertaken by the Landlord are (i) necessary to bring the Rental Unit into compliance with applicable health and safety codes and/or laws and (ii) of the type that require the Tenant to vacate the Covered Rental Unit for a period of thirty (30) days or more.

   a. **Substantial Repair Confirmation Form**. The required confirmation shall be memorialized on a form created and provided by the Rent Stabilization Department.

   b. **Copy of Permits and Confirmation.** A Landlord seeking to terminate a tenancy or otherwise recover possession of a Covered Rental Unit based on Charter Amendment Section 1806(a)(8) shall include a copy of all necessary permit(s) and a copy of the Substantial Repair Confirmation Form with the notice(s) of termination of tenancy served on all affected Tenant(s).

4. **Deadlines Directory.** All deadlines in this Section are directory, not mandatory. Any failure by the Rental Housing Board, Rent Stabilization Department, or their designees, to act in accordance with this Section C and the deadlines set forth herein shall not result in automatic issuance of an In-Lieu Petition and shall not authorize a Landlord to terminate a tenancy without receipt of all necessary or needed permits.

**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 Amendment 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 Amendment 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 Amendment 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 Amendment Section 1806(a)(8)) or upon the Covered Rental Unit being found in compliance with the government order (if terminating based on Charter Amendment 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 Amendment 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 Amendment Section 1806(a)(9) is appropriate, and to aid the courts in interpreting the provisions of Charter Amendment Section 1806(a)(9).

2. **Definitions.** Unless otherwise noted, all defined terms shall have the same definition as in Section 1803 of the Charter Amendment. 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 Amendment Section 1806(a)(9). For the purposes of Charter Amendment 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 Amendment 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 Amendment 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 Amendment 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 Amendment 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 Amendment 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 Amendment 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 Amendment Section 1806(a)(9).

e. Notwithstanding paragraphs (a) through (d) of this subsection (3), a Landlord may evict a Tenant pursuant to Charter Amendment 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 Amendment 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 Amendment 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 Amendment 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 Amendment 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 Amendment 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 Amendment 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 Amendment 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 Amendment 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 Amendment 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 Amendment 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 Amendment Section 1806(a)(9).

6. **Post-Owner Move-In Requirements.** Charter Amendment 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 Amendment Section 1806(a)(9)(E).

   a. **Initial Certification.** A Landlord who evicts a Tenant pursuant to Charter Amendment Section 1806(a)(9) or where the Tenant vacates the Covered Rental Unit following a notice of termination of tenancy based on Charter Amendment 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 Amendment 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 the 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 Amendment 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 Amendment 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 Amendment 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. Protections for Sheltering Unauthorized Occupants or Pets Displaced by Fires.**

Pursuant to Executive Order N-11-25 ("Order") issued by Governor Gavin Newsom on January 17, 2025, in response to the January 2025 windstorm and fire events in Los Angeles County, Landlords cannot utilize Paragraph 3 of Section 1161 of the Code of Civil Procedure as the basis for an unlawful detainer action nor to issue a notice of termination of tenancy if either action is related to sheltering displaced occupants or pets until after March 8, 2025, or after the Order is terminated, whichever is earlier. In compliance with that Order, and to further the purpose of the Charter Amendment to "promote neighborhood and community stability" in the wake of the windstorm conditions and critical fire events affecting the City of Pasadena between January 7, 2025, and January 31, 2025 ("Eaton Fire"), and pursuant to Section F of the Rental Housing Board's Chapter 3 Regulations, this provision clarifies that for the purposes of Section 1806(a)(2) of the Charter Amendment, the presence of unauthorized occupants or pets in a Covered Rental Unit due to displacement by the Eaton Fire shall not qualify as a substantial violation of the material terms of a rental agreement until 90 days after adoption of this provision by the Rental Housing Board. Proof of displacement may include utility bills, mail, veterinarian bills, photos, social media posts, email or text messages conversations, or other documentation referencing a residential address listed as destroyed or red-tagged on structure assessment maps on the Los Angeles County or City of Pasadena websites.

[Section F Amended February XX, 2025; Effective February XX, 2025; Repealed May XX, 2025.]

**G. Effective Date.**

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

**H. 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.

## ARTICLE II: RELOCATION ASSSITANCE REQUIREMENTS

**I. Purpose of Relocation Assistance Regulations.**

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.

**J. 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 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.

**K. 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.

**L. Process for Payment and Receipt of Relocation Assistance.**

1. **Process for Eligible Tenant Household Defined in Section l.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 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) 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.

**M. 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.

**N. 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.

**O. 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.

**P. Effective Date.**

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

**Q. 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.

# PASADENA RENTAL HOUSING BOARD

# FEBRUARY 20, 2025

# ITEM 2

# ATTACHMENT B

PASADENA RENTAL HOUSING BOARD
REGULATIONS

# CHAPTER 9: RENTAL REGISTRATION


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## A. Purpose.

The purpose of this Chapter 9 of the Pasadena Rental Housing Board regulations is to enable the Rental Housing Board (the "Board")) to implement the provisions of the Fair and Equitable Housing Charter Amendment ("Charter Amendment"), particularly Section 1812 (Rental Registry) in an efficient and effective manner by creating a complete database of Covered Rental Units, providing online tools and resources for efficient, accurate, and reliable functioning of Board programs, creating database for efficient and timely collection of payments and prompt processing and analyzing of rental property data, and establishing mechanisms by which the Board may enforce and secure compliance with the Rental Registration and annual Rental Housing Fee requirements of the Charter Amendment without resorting to costly litigation.

## B. Applicability.

The requirements of this Chapter 9 are applicable to all properties with Covered Rental Units. "Covered Rental Properties" are all Rental Units that are not specifically exempted under Section 1804(a) and Section 1805 of the Charter Amendment. Pursuant to the authority in Section 1812(a) of the Charter Amendment, the Board reserves the right to require additional Properties to register in the future.

## C. Registration.

1. Registration Required. A Landlord must register every Covered Rental Unit within ninety (90) days after the Rental Registry becomes operative, and annually thereafter by October 31 of each year. Registration is complete only when all information required by the Board online registration database or by the Board registration forms has been provided to the Board.

2. Exempt Rental Units. A Landlord shall provide information with the annual registration, including supporting documentation, on the basis of any Rental Units being fully exempt from the Charter Amendment. A Landlord who has previously claimed an exemption in a previous annual registration period must renew their exemption during the annual registration period for as long as the Rental Unit remains exempt. In the event that a Rental Unit that was fully exempt from the Charter Amendment becomes governed by the Charter Amendment, the Landlord must update the registration for the Rental Unit with the Board within thirty (30) days after the exemption ends. Notwithstanding the above, if the residential unit is a single family home and is fully exempt from the Charter Amendment and registration because it is owner occupied and therefore does not constitute a Rental Unit the property owner shall not be required to to register the unit, claim the unit as an exempt unit or renew the exemption thereafter.

The Landlord shall submit supporting documentation for each Property or Rental Unit exemption claimed as follows:

a. **Dormitories owned by an institution of higher education**: Business License certificate.

    i. For the purposes of this section, “dormitory” means a room or rooms inhabited for the purposes of temporary residency by a tenant or tenants who are student(s) of the institution.

b. **Treatment or recovery facility**: All relevant government licensing.

c. **Asylum**: All relevant government licensing.

d. **Extended medical care facility**: All relevant medical licensing.

e. **Hospital**: All relevant medical licensing.

f. **Non-profit home for the aged**: Documentation of non-profit status.

g. **Convent**: Documentation of status as a convent.

h. **Monastery**: Documentation of status as a monastery.

i. **Property owned, operated, or managed by government authority or agency where state or federal regulations exempt property from local rent control**; Documentation (e.g., statutes, regulations) demonstrating that regulations exempt the property from local rent control.

j. **Affordable housing owned, operated or managed by not-for-profit organization pursuant to tax credit program**: Documents designating affordability restriction/deed restriction and status as a not-for-profit organization.

k. **Unit if fully owner-occupied and does not meet definition of rental unit**: Proof of homeowner’s occupancy of the unit (e.g., utility bill, photo ID, voter ID, or medical record, homeowners property tax exemption claim).

l. **Unit is vacant and unavailable for rent for the entire fiscal year and does not meet definition of rental unit**: Written explanation for why the unit is unavailable for rent.

m. **Unit is occupied rent-free (e.g., by a Qualifying Relative) and does not meet definition of rental unit**: Written explanation of why the unit is rent-free.

n. **Unit is the property owner's primary residence and the property owner shares a bathroom or kitchen with the tenant**: Proof of homeowner's occupancy of the unit (e.g., utility bill, photo ID, voter ID, or medical record, homeowners property tax exemption claim).

o. **Unit is a single family home temporarily rented for fewer than 12 months, and the temporary Tenant has been provided the required statement in writing**: Copy of lease and proof of statement provided to the Tenant.

p. **Unit is a government-subsidized unit that is exempt from municipal rent control and eviction regulations**: Documents demonstrating government program or subsidy and relevant regulations that exempt the unit from municipal rent control and eviction regulations.

3. Reregistration. A Landlord must update the registration for any Covered Rental Unit within thirty (30) days after the termination of any tenancy or the commencement of a new tenancy, including providing the new Rent when the tenancy commences.

4. Registration Amendment. A Landlord must file a registration amendment with the Board within thirty (30) days of a change in the Covered Rental Unit's ownership or management or change in the owner's or manager's contact information.

5. Change of Rent. A Landlord must file a registration amendment with the Board within thirty (30) days after the effective date of any change (increase or decrease) in the Rent for a Covered Rental Unit.

6. Continued Exemption for Transient Occupants Displaced by Fires. Pursuant to Executive Order N-14-25 ("Order") issued by Governor Gavin Newsom on January 27, 2025, in response to the January 2025 windstorm and fire events in Los Angeles County, a person displaced by those events occupying a hotel, motel, residence club, or other facility in Los Angeles County subject to tax under Revenue and Taxation Code section 7280, shall be deemed to have transient occupancy status for the entire duration of their stay through March 8, 2025, notwithstanding the 30-day durational limitation in Civil Code section 1940, subdivision (b)(1), and Revenue and Taxation Code section 7280; and a city in the County may levy an occupancy tax for the full duration of such transient occupancy through March 8, 2025. In compliance with that Order, and to further the purpose of the Charter Amendment to "promote neighborhood and community stability" in the wake of the windstorm conditions and critical

fire events affecting the City of Pasadena between January 7, 2025, and January 31, 2025 ("Eaton Fire"), this Provision clarifies that for the purposes of Section 1804(a)(1) of the Charter Amendment, a transient occupancy remains fully exempt if the occupant was displaced by the Eaton Fire and pays a transient occupancy tax, regardless of the length of their stay. After March 8, 2025, and through May 1, 2025, units in hotels, motels, inns, tourist homes, lodging and rooming houses and boarding houses, including hotels, lodging houses, rooming houses, and boarding houses as defined in Pasadena Municipal Code Section 14.12.030 which house occupants displaced by the Eaton Fire who continue to pay a transient occupancy tax or have a written agreement permitted by Pasadena Municipal Code section 4.44.020 shall not become Covered Rental Units unless at least three of the criteria listed in Section 1803(o) apply.

[Section C(6) Amended February XX, 2025; Effective February XX, 2025; Repealed May XX, 2025.]

**D. Method of Registration.**

Landlords may register Covered Rental Units either online via the Rental Registry or by completing and submitting registration forms prepared by the Rent Stabilization Department. All information provided by Landlords will be entered into the Rental Registry database.

**E. Rental Registry Information.**

In accordance with Section 1812(d) of the Charter Amendment, the Rental Registry form (whether completed online or on paper) shall collect the following information about Covered Rental Units:

1. The legal address or addresses of each property, and all associated Rental Unit numbers or addresses.

2. The legal name of the owner or ownership entity for each Property, including, but not limited to, limited partners, general partners and LLC members.

    a. For a partnership or an LLC that has five (5) or fewer partners or members, the Landlord shall be required to provide the legal names of all of the partners or members. To the extent that a partnership or an LLC has more than five (5) partners or members, the Landlord shall be required to provide the total number of partners or members for the ownership entity and the legal names of the five (5) partners or members with the greatest interest or equity in the ownership entity.

3. The name and contact information of a natural person serving as a point of contact for purposes of service or contact.

a. For the purposes of this Chapter, "natural person" means an actual person and not a business entity. (Note: this definition differs from the definition of "Natural Person' used in Section E.2.a of Chapter 4 of the PRHB Regulations for the purposes of owner move-in evictions.)

4. The number and size of each Renal Unit, including the number of bedrooms, bathrooms, and approximate square footage of the Rental Unit.

5. The beginning and end dates (if any) of all tenancies begun or terminated within the past year.

6. The amount of Rent collected over the past year for each Rental Unit during each month of occupation.

   a. For the purposes of this Section, a Landlord shall provide the current Rent for each Rental Unit, and the date and amount of the last Rent change for each Rental Unit. In addition, the Landlord shall update the registration for each Rental Unit in accordance with Section C.5 above.

7. The utilities, services and other amenities included in Rent for each Rental Unit.

**F. Exemptions.**

If a Landlord provides information that a Rental Unit is exempt, the Rent Stabilization Department ("Department") shall administratively verify the exemption.

1. Denial of Exemption. If it is determined that the exemption does not apply and the Rental Unit is covered by the Charter Amendment, both the Landlord and any affected Tenant(s) shall be provided with notice of the determination, including an explanation of the basis of the Department's determination. The determination shall include a copy of the Objection to Exemption Determination form, to be developed and provided by the Department. A Landlord shall have fourteen (14) business days from the date of the mailing of the notice of determination to file an objection with the Board or its designee and request a hearing before a Hearing Officer. Within forty-five (45) days of receipt of a Landlord's written objection, a hearing shall be scheduled before a Hearing Officer pursuant to the process in Chapter 6 of the PRHB Regulations.

2. Confirmation of Exemption. If it is determined that the exemption does apply and the Rental Unit is not covered by the Charter Amendment, both the Landlord and any affected Tenant(s) shall be provided with notice of the determination, including the type of exemption claimed. The determination

shall include a copy of the Objection to Exemption Determination form, to be developed and provided by the Department. Any affected Tenant(s) shall have fourteen (14) business days from the date of mailing of the notice of determination to file an objection with the Board or its designee and request a hearing before a Hearing Officer. Within forty-five (45) days of receipt of a Tenant's written objection, a hearing shall be scheduled before a Hearing Officer pursuant to the process in Chapter 6 of the PRHB Regulations. If more than one (1) affected Tenant files an objection, the Board, or its designee, may consolidate the objections in accordance with Section B of Chapter 5 of the PRHB Regulations.

3. Right to Respond to Objection. An affected Landlord or Tenant shall have the right to submit a written response to the objection at any time prior to ten (10) days before the hearing. Additionally, any affected party, or the party's proxy or representative, shall have the opportunity to participate in the hearing.

4. Program Fee. During the time that the Department, the Board, or their designee, is reviewing a claim for exemption pursuant to this Section, deadline periods for the payment of annual Rental Housing Fees for the affected Rental Units shall be suspended. If the Department, the Hearing Officer, or the Board determines that the Rental Unit is not exempt, the Landlord shall pay the annual Rental Housing Fee for the affected Rental Units within thirty (30) calendar days after the time to file an objection or an appeal expires and the Department's determination or the Hearing Officer's or Board's decision becomes final.

5. Hearing and Decision. Any hearing on an objection to an exemption determination by the Department shall be conducted in accordance with the hearing procedures outlined in Section F of Chapter 6 of the PRHB Regulations. Additionally, the Hearing Officer's decision on an objection to an exemption determination shall comply with the following requirements:

    a. The time for issuance of the Hearing Officer's decision under this Section F shall comply with the deadline in Section G.1.a. of Chapter 6 of the PRHB Regulations.

    b. The contents of the Hearing Officer's decision under this Section F shall comply with the requirements in Section G.2. of Chapter 6 of the PRHB Regulations.

    c. The Hearing Officer's decision under this Section F shall apply to any affected Tenant(s), regardless of whether the Tenant filed an objection or was included as a party to the Landlord's objection.

6. Appeal of a Hearing Officer's Decision. In accordance with Section G.1.b. of Chapter 6 of the PRHB Regulations, a Hearing Officer's decision under this Section F shall be final unless either party timely appeals in accordance with Section I of Chapter 6 of the PRHB Regulations.

**G. Online Portal.**

1. **[RESERVED]**

2. **[RESERVED]**

**H. Substantial Compliance.**

1. Proper Registration. A Property is properly registered in accordance with Section 1812 of the Charter Amendment and this Chapter 9 of the PRHB Regulations if the Landlord has:

    a. Filed with the Board completed registration statements, via the online Rental Registry or on forms provided by the Board, including all of the information required for the individual Rental Units, as outlined in Section H of this Chapter; and

    b. Paid to the Rent Stabilization Department all required annual Rental Housing Fees and penalties due for the Property.

2. Effect of Proper Registration. In designating a Property as properly registered, the Board's intent is to facilitate the Rental Registration and dissemination of information regarding the registration of Covered Rental Units. Such designation shall not be construed as the Board's certification of the lawful Base Rent for any Covered Rental Unit, current lawful Rent of any Covered Rental Unit, or any other information on the registration statement. Nothing in this Chapter 9 shall preclude the Board or any other person from challenging the accuracy of any information provided in any registration statement in the context of any proceeding or action.

3. Request for Staff Review. A Landlord who asserts that they are unable to supply the required information and/or that there is a discrepancy between the Property information in the Rental Registry database and the actual Property information may request a review of their registration status by the Rent Stabilization Department. The Department shall determine whether good cause exists to find the Landlord properly registered notwithstanding the lack of required information or that there was an error in the Property information in the Rental Registry database that required correction.

    a. The request for review shall be made on a form provided by the Department, and shall include, without limitation, a declaration under

penalty of perjury describing the Landlord's efforts to obtain the missing information or the correct Property information.

4. Substantial Compliance. A Landlord shall be found in substantial compliance with the registration and annual Rental Housing Fee payment requirements of the Charter Amendment and these Regulations when:

    a. The Landlord has made a good faith effort to comply with the Charter Amendment and these Regulations concerning registration sufficient to reasonably carry out the intent and purpose of the Charter Amendment and the Regulations;

    b. The Landlord has cured any defect in compliance in a timely manner after receiving notice of a deficiency from the Board, or its designee.

5. Pending Staff Review. If a Landlord has not completed their Rental Registration because they have submitted a request for and their registration is pending Staff Review pursuant to paragraph (3) above, the Landlord shall be considered in substantial compliance with the requirements of the Charter Amendment or these Regulations.

## I. Remedies.

1. Rent Increases. Pursuant to Section 1808(e)(1) of the Charter Amendment, a Landlord who has failed to substantially comply with the requirements of the Charter Amendment and of the PRHB Regulations, including the Rental Registration requirements in this Chapter 9, may not impose a Rent increase of the Annual General Adjustment on any Covered Rental Unit.

2. Upward Adjustment of Rent Petitions. Pursuant to Section 1813(a)(1)(A), no upward adjustment of rent may be authorized by a Hearing Officer or the Board where the Landlord has continued to fail to comply, after order of the Rental Board or other authority, with any provisions of the Charter Amendment or these Regulations, including the Rental Registration requirements outlined in this Chapter 9.

3. Affirmative Defense. Pursuant to Section 1817(d) of the Charter Amendment, a Landlord's failure to substantially comply with the requirements of the Charter Amendment and of the PRHB Regulations, including the Rental Registration requirements in this Chapter 9, may be raised as an affirmative defense by a Tenant in an unlawful detainer action or other action brought by the Landlord to recover possession of the Rental Unit.

4. Noncompliance Letters.

    a. Initial Notice of Noncompliance. Upon learning of a potential violation of the Rental Registration or payment of annual Rental Housing Fees requirements of this Chapter 9, the Department shall send the Landlord an Initial Notice of Noncompliance. The Initial Notice of Noncompliance shall provide the Landlord with thirty (30) days to cure the violation.

        i. Annual Registration of Units. Except for the initial registration which shall begin on August 1, 2024, annual registration of Rental Units begins on September 1 of each year and must be completed by October 31 of each year. If a Landlord fails to complete their annual registration by the deadline in Section C.1, the Department shall send the Landlord an Initial Notice of Noncompliance on or after November 1.

        ii. Annual Rental Housing Fees. Invoices for Annual Rental Housing Fees are generated and provided to Landlords after they have submitted their completed registration and any exemptions claimed have been verified by the Department. Unless a Landlord is awaiting staff review of an exemption, the Landlord must pay their Annual Rental Housing Fees no later than thirty (30) days after an invoice has been generated for their annual Rental Housing Fees. If a Landlord fails to pay their annual Rental Housing Fees within thirty (30) days, the Department shall send the Landlord an Initial Notice of Noncompliance.

    b. Second Notice of Noncompliance. If thirty (30) days have elapsed from the date of the Initial Notice of Noncompliance and the Landlord remains in violation of the requirement(s) of this Chapter 9, the Department shall send the Landlord a Second Notice of Noncompliance and shall send a copy of the Second Notice of Noncompliance to any affected Tenant(s).

    c. Charter Amendment Information Sheet. Any copy of a Second Notice of Noncompliance that is sent to an affected Tenant shall be accompanied by a copy of the Charter Amendment Information Sheet, as prepared and published by the Board on the Rent Stabilization Department website.

5. Compliance Database.

    a. [RESERVED]

b. [RESERVED]

6. Late Fees.

a. [RESERVED]

b. [RESERVED]

c. [RESERVED]

7. Petition for Rent Withholding.

a. Any Tenant may file a petition seeking authorization from the Board to withhold rent based on their Landlord's failure to substantially comply with the Rental Registration requirements of this Chapter 9. A petition alleging that a Landlord has failed to register their Property, or a Covered Rental Unit, shall include a brief explanation of the basis for the petition, including, where applicable, a statement about why the Rental Unit does not qualify for any exemption from the Charter Amendment that is claimed by the Landlord. Proof that the petition has been served on the Landlord shall be submitted with the petition. No fee shall be charged for the filing of a Petition for Rent Withholding.

b. A copy of any Petition for Rent Withholding shall be referred to the Department, who shall thereafter investigate the basis for the petition and prepare a report stating the findings of the investigation. Such investigation may include inspection of the Property, investigation of public records and any other reasonable means of ascertaining the status of the Property.

c. A hearing on a Petition for Rent Withholding shall be scheduled and conducted before a Hearing Officer, in accordance with all of the provisions of Chapter 5 and Chapter 6 of the PRHB Regulations not in conflict with a provision of this Chapter 9.

d. No later than five (5) days prior to the date of the hearing, the Department shall mail to the parties a summary of the findings of the investigation regarding the petition and include, when appropriate, a description of the actions the Landlord must take to substantially comply with the Rental Registration requirements of this Chapter 9 and the penalties for the Landlord's continued non-compliance with the Rental Registration requirements of this Chapter 9

e. The Board may consolidate the Petitions for Rent Withholding filed by Tenant(s) occupying the same Property for the purposes of the hearing.

f. The Board, in lieu of a Tenant's Petition for Rent Withholding, may initiate the rent withholding authorization process pursuant to this Section I.8 or may continue with a proceeding initiated by a Tenant even if the Petitioner requests dismissal of the petition, fails to appear at the hearing, or otherwise fails to prosecute the Petition for Rent Withholding.

g. If the Board determines that the Landlord has substantially complied with the Rental Registration requirements of this Chapter 9 before the hearing, the petition shall be dismissed and all parties to the petition notified of the dismissal.

h. Decision.

i. Following the conclusion of the hearing, the Hearing Officer shall issue a written decision containing findings of fact and legal conclusions. If the Hearing Officer determines that the Landlord has willfully and knowingly failed to register the subject unit, the Hearing Officer shall issue an order directing the Landlord to register the Property or Rental Unit and authorizing the petitioning Tenant(s) to withhold payment of rent beginning with the next regularly scheduled rent payment after the effective date of the order, until such time as all Covered Rental Units on the Property are registered and all annual Rental Housing Fees and late charges are paid. Any rent withheld pursuant to this section shall be paid into escrow.

ii. The rent withholding order shall become effective 35 days following the date on which it is mailed to the parties by the Department unless, within that time, the Landlord substantially complies with the Rental Registration requirements of this Chapter 9 or an appeal of the Hearing Officer's decision is filed. The filing of an appeal stays the effectiveness of the rent withholding order.

iii. Notice of the Hearing Officer's decision and order shall be sent to all parties. The notice shall also state that any party aggrieved by the decision and order may appeal the decision to the full Rent Board by filing an appeal within thirty (30) days in accordance with Section I of Chapter 6 of the PRHB Regulations.

i. Upon registration of the Property or Covered Rental Unit(s) and payment of the annual Rental Housing Fees and late charges for the Property, the Landlord shall submit a request for a Compliance Hearing in accordance with Section J of Chapter 6 of the PRHB Regulations. The Hearing Officer shall issue a decision finding the landlord in compliance, dissolving the rent withholding order and ordering that monies held in escrow be disbursed according to the schedule set out below. The Hearing Officer's decision shall become effective ten (10) days after mailing unless an appeal is submitted within that time. Unless an appeal is timely submitted, the Tenant(s) shall resume regular rent payments beginning with the next regularly scheduled rent payment due after the effective date of the Hearing Officer's compliance decision. In addition, the tenant shall, within ten (10) days of notification by the Board, pay to the Landlord rent withheld that was not paid into escrow.

j. Right to Retain Withheld Rent. If the Landlord fails to register on or before the effective date of the order, the Tenant(s) may retain rent withheld pursuant to this Chapter according to the following:

    i. If the Landlord registers within sixty (60) days of the effective date of the rent withholding order, the Tenant(s) may keep fifty percent (50%) of the rent withheld pursuant to the order.

    ii. If the Landlord has not registered after sixty (60) days of the effective date of the rent withholding order, the Tenant(s) may retain one hundred percent (100%) of the rent withheld pursuant to the order until the date on which the Landlord substantially complies with the Rental Registration requirements of this Chapter 9.

k. Whenever the withholding of rent is authorized pursuant to this Chapter 9, the Hearing Officer shall order that all withheld rent be paid into an escrow account maintained by the Board pending the Landlord's compliance. The requirement that withheld rent be paid into escrow shall in no event be construed as a determination that the amount of rent demanded or charged by the Landlord is lawful. Following the Landlord's compliance, the Hearing Officer shall determine what, if any, portion of the withheld rent is due and owing the landlord and shall order that the monies held in escrow be distributed accordingly. If the Landlord has not registered within sixty (60) days of the effective date of the rent withholding order, the Hearing Officer shall order that the funds held in escrow be disbursed to the Tenant(s) and that the Tenant(s) are authorized to

continue to withhold rent until the Landlord substantially complies with the Rental Registration requirements of this Chapter 9.

8. Remedies Cumulative. The adoption of this Chapter 9 is not intended to, in any way, limit the rights of the Board, the Department or the City of Pasadena to enforce the provisions of the Charter Amendment or the PRHB Regulations through other means available to the Board, the Department or the City of Pasadena by law, statute, ordinance, or otherwise.

**J. Effective Date.**

The provisions of this Chapter 9 of the PRHB Regulations shall be effective beginning August 1, 2024.

**K. Partial Invalidity.**

If any provision of this Chapter 9 of the PRHB Regulations, or the application thereof to any person or circumstance is held invalid, this invalidity shall not affect other provisions or applications of this Chapter 9 or these Regulations that can be given effect without the invalid provision of application, and to this end, the provision of this Regulation are declared to be severable. These Regulations shall be liberally construed to achieve the purposes of the Charter Amendment.

# PASADENA RENTAL HOUSING BOARD

# FEBRUARY 20, 2025

# ITEM 2

# ATTACHMENT C

PASADENA RENTAL HOUSING BOARD
REGULATIONS

# CHAPTER 8: PROCEDURES FOR ANNUAL GENERAL ADJUSTMENTS

## ARTICLE I: FIRST ANNUAL GENERAL ADJUSTMENT

**A. Purpose.** The Pasadena Fair and Equitable Rent Charter Amendment ("Charter Amendment") guarantees that Landlords are entitled to earn a fair rate of return from a property. The Charter Amendment authorizes Landlords to seek rent increases via the Annual General Adjustment ("AGA"), as identified in Charter Section 1808(b). The Charter Amendment provides that the first Annual General Adjustment shall be adopted by the Rental Housing Board on or before September 1, 2022, and shall be effective beginning October 1, 2022. However, the effective date of the Charter Amendment was December 22, 2022, and the Rental Housing Board was appointed on April 19, 2023. The purpose of these interim regulations is to effectuate the intent of the Charter Amendment to provide eligible Landlords with an Annual General Adjustment for 2023.

**B. Retroactive Authorization of First Annual General Adjustment.** As adopted by Rental Housing Board resolution on June 29, 2023, the allowable first Annual General Adjustment for tenancies commencing before May 1, 2022 shall be effective for the period from December 22, 2022 through September 30, 2023. Tenancies commenced on or after May 1, 2022 are not eligible for the first Annual General Adjustment.

**C. Landlord Liability**. A Landlord who imposed a first Annual General Adjustment between December 22, 2022 and June 29, 2023 that was otherwise valid shall not be considered to be in violation of the Charter Amendment. Further, any payment by a Tenant of such first Annual General Adjustment that was otherwise valid shall not be considered an overpayment of Rent for which a Landlord shall be liable under the Charter Amendment.

**D. Subsequent Annual General Adjustment.** A Landlord who imposed a first Annual General Adjustment between December 22, 2022 and June 29, 2023 may impose, upon proper written notice, a subsequent Annual General Adjustment once twelve (12) months have elapsed from the date on which the Landlord imposed the initial Annual General Adjustment.

## ARTICLE II: RENT WITHHOLDING FOR FAILURE TO ROLLBACK RENT

**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. 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.

**B. 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.

a. **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.

**C. Procedure for Rent Withholding.**

a. **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.

b. **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.

c. **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.

**D. 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.

**E. 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.

**F. Effective Date**. These Regulations, including the rent withholding remedy provided for herein, shall go into effect on September 1, 2023.

**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 Charter Amendment.

## ARTICLE III: VOLUNTARY AGREEMENTS TO REDUCE RENT

### A. Voluntary Agreement to Temporarily Reduce Rent Due to the Eaton Fire

1. Definitions. For the purposes of this Section A of Article III of Chapter 8, the following definitions shall apply; all other capitalized terms are defined by Article XVIII or the PRHB Regulations.

a. **Eaton Fire.** Eaton Fire refers to the windstorm conditions and critical fire events that impacted the County of Los Angeles, including the City of Pasadena, between January 7, 2025, and January 31, 2025.

**b. Voluntary Agreement.** Voluntary Agreement refers to any written agreement, including but not limited to, an addendum or amendment to an existing Rental Housing Agreement, entered by and between a Landlord and Tenant for the temporary reduction of Rent for a Covered Rental Unit.

2. Applicability. This Section A of Article III of Chapter 8 of the PRHB Regulations shall be applicable to any tenancy where the Tenant has experienced an economic or medical hardship related to the Eaton Fire. Before entering into a Voluntary Agreement, the Landlord may request reasonable documentation from the Tenant establishing the impact of the Eaton Fire claimed by the Tenant.

3. Voluntary Rent Reduction Authorized. At any time, Landlords and Tenants may enter into a Voluntary Agreement to reduce the Tenant's Rent on a Covered Rental Unit, provided such Voluntary Agreement does not change any of the other terms of the tenancy. If the Landlord and Tenant enter into a Voluntary Agreement, the Tenant's Rent may be returned to the lawful Rent for the Covered Rental Unit in effect immediately prior to the effective date of the Voluntary Agreement in accordance with the terms of any such Voluntary Agreement, and the return to the prior lawful Rent shall not be considered a rent increase pursuant to Section 1808 of Article XVIII of the Pasadena City Charter, which limits rent increases to (a) no more than the Annual General Adjustment (AGA) each year, and (b) no more than one (1) increase per twelve (12) month period.

   a. **Calculation of AGA**. In the event of any such Voluntary Agreement, the AGA adopted by the Board and effective after the execution of the Voluntary Agreement shall be calculated based on the Tenant's lawful Rent for the Covered Rental Unit immediately preceding the effective date of the Voluntary Agreement.

   b. **Fair Rate of Return**. Nothing shall prohibit a Landlord who enters into a Voluntary Agreement that remains in effect for at least thirteen (13) months from taking any applicable AGAs during the term of the Voluntary Agreement after the termination or expiration of the Voluntary Agreement.

4. Notice of Return to Prior Rent. Notwithstanding the foregoing, where a Landlord and Tenant have entered into a Voluntary Agreement, the Landlord shall issue a Notice of Return to Prior Rent at least thirty (30) days before the Tenant's Rent for a Covered Rental Unit is reinstated to the lawful

amount that was in effect immediately preceding the effective date of the Voluntary Agreement. The Pasadena Rental Stabilization Department ("Department") shall create and provide a sample Notice of Return to Prior Rent form that Landlords may use to notify Tenants about the reinstatement of Tenant's pre-Voluntary Agreement Rent.

5. Filing Required. In the event that a Landlord and Tenant enter into a Voluntary Agreement for the temporary reduction of Tenant's Rent for a Covered Rental Unit, Landlord shall file a copy of the Voluntary Agreement with the Department within seven (7) days of the execution of the Voluntary Agreement. Landlord shall also file a copy of the Notice of Return to Prior Rent with the Department within seven (7) days of service upon the Tenant.

6. Mediation Services. A Landlord and a Tenant who need assistance to negotiate a Voluntary Agreement should contact the Department for more information.

7. Individual Rent Adjustment Petitions Permitted. Nothing in this Section A of Article III of Chapter 8 of the PRHB Regulations is intended to prohibit a Tenant from filing a Petition for Downward Adjustment of Rent, as provided for in Section 1813 of Article XVIII and Sections G through I of Chapter 5 of the PRHB Regulations, during the effective period of the Voluntary Agreement.

8. Effective Date. This Section A of Article III of Chapter 8 of the PRHB Regulations shall become effectively immediately upon adoption by the Pasadena Rental Housing Board.

# PASADENA RENTAL HOUSING BOARD

# FEBRUARY 20, 2025

# ITEM 2

# ATTACHMENT D

Attachment D

**PASADENA RENTAL HOUSING BOARD**

**RESOLUTION NO. RHB-2025-01**

**A RESOLUTION OF THE PASADENA RENTAL HOUSING BOARD AUTHORIZING THE RENT STABILIZATION DEPARTMENT TO ISSUE A PRORATED REFUND OF THE RENTAL REGISTRY FEE FOR UNITS DESTROYED BY THE EATON FIRE**

**WHEREAS,** windstorms of extraordinary magnitude and widespread fires began on January 7, 2025, spreading quickly throughout the City of Pasadena and surrounding communities ("the Eaton Fire"); and

**WHEREAS,** these conditions included dangerous gusts of over 80 miles per hour and wind-driven, destructive wildfires, causing extensive interruption of utilities and other critical services to the community, as well as widespread damage to infrastructure, residential structures, and roads, necessitating evacuation of Pasadena residents and multiple sheltering operations; and

**WHEREAS,** on January 8, 2025, in response to the Eaton Fire, the City Manager declared a Local Emergency; and

**WHEREAS,** on January 13, 2025, the City Council ratified the Declaration of Local Emergency; and

**WHEREAS,** the Eaton Fire destroyed approximately 9,400 structures and damaged an additional 1,073 structures in the City of Pasadena; and

**WHEREAS,** roughly 117 single-family residences, 12 multi-family units, and 3 detached ADUs in the City of Pasadena were completely destroyed or rendered unsafe for return by the Eaton Fire; and

**WHEREAS,** the Rent Stabilization Department learned of the destruction of at least one rental unit covered by Article XVIII of the City's Charter, the Pasadena Fair and Equitable Housing Charter Amendment ("Article XVIII"); and

**WHEREAS,** the purpose of Article XVIII is to promote neighborhood and community stability, healthy housing, and affordability for renters in the City of Pasadena by regulating excessive rent increases and arbitrary evictions while ensuring landlords a

fair return on their investment and guaranteeing fair protections for renters, homeowners, and businesses; and

**WHEREAS**, at its regular meeting on February 6, 2025, the Pasadena Rental Housing Board considered potential options for responding to the Eaton Fire and approved issuing a prorated refund of the rental registration fee for any rental units subject to Article XVIII which were destroyed and whose owners timely registered their properties with the Rent Stabilization Department.

**NOW, THEREFORE, THE RENTAL HOUSING BOARD OF THE CITY OF PASADENA RESOLVES AS FOLLOWS:** The Rent Stabilization Department shall issue a prorated refund of the rental registration fee for any rental units subject to Article XVIII which were destroyed and had been timely registered with the Rent Stabilization Department.

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 6th day of February 2025, by the following vote:

AYES: Board Members Chavez, Dunlop, Gonzalez, Henry, Najera, Pitts, Siegel, Torres, Vice Chair Lamar, Chair Bell, Alternate Board Member Rodriguez

NOES:

ABSENT: Board Member Santiago

ABSTAIN:

_____
Ryan J. Bell
Chair, Rental Housing Board

Approved as to form:

_____
Allysa Martinez
Deputy City Attorney

# PASADENA RENTAL HOUSING BOARD

# FEBRUARY 20, 2025

# ITEM 3

# MEMORANDUM

# Agenda Report

February 20, 2025

**TO:** Pasadena Rental Housing Board

**FROM:** Helen Morales, Executive Director of the Rent Stabilization Department

**SUBJECT:** **PROPOSED PASADENA RENTAL HOUSING BOARD REGULATIONS CHAPTER 11: ANTI-HARASSMENT AND ANTI-RETALIATION**

## RECOMMENDATION:

It is recommended that the Pasadena Rental Housing Board:

1. Find that the proposed actions are exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the of the California Code of Regulations (common sense exemption); and
2. Adopt the proposed Pasadena Rental Housing Board Chapter 11: Anti-Harassment and Anti-Retaliation Regulations.

## BACKGROUND:

On November 8, 2022, the voters of the City of Pasadena (the "City") voted to adopt Measure H ("Charter Amendment"), which amended the City's Charter to provide rent stabilization and just cause eviction protections. The Pasadena City Council ("City Council") adopted a resolution certifying the results of the November 8, 2022, election on December 12, 2022. The Charter Amendment was filed with the California Secretary of State and took effect on December 22, 2022.

The Charter Amendment prohibits retaliation and harassment against tenants and allows the Pasadena Rental Housing Board ("PRHB") to further address retaliation and harassment in its regulations. (City Charter, Art. XVIII, §1806(g)-(h)). On December 5, 2024, the PRHB received information regarding federal and state law protections against harassment and retaliation, considered a first draft of the Chapter 11: Anti-Harassment and Anti-Retaliation Regulations, and received public comment about the draft

regulations. Based on the input from the PRHB, and review by the legal counsel, the proposed regulations were revised as detailed below.

## DISCUSSION:

The draft regulations presented to the PRHB on December 5, 2024, listed the various protections and remedies for tenants facing harassment and discrimination. At the PRHB meeting on December 5th, the PRHB voiced a desire to widely publicize these protections. One of the proposed methods included landlords posting a notice of the Chapter 11 protections on the premises.

Staff noted the Charter Amendment already required landlords to post a notice of tenants' rights under the Charter Amendment and provide the same notice at the commencement of every tenancy, so the anti-harassment and anti-retaliation protections of Chapter 11 could easily be added to that notice. Pursuant to that direction from the PRHB, the updated regulations contain a provision requiring the Rent Stabilization Department to add those protections to the notice.

After the PRHB considered the draft regulations, Staff worked alongside the City Attorney's Office to streamline and further clarify the language of the Chapter 11 regulations. The result of that effort is also reflected in the updated version of the regulations. The proposed amendments clarify the meaning of the Charter Amendment and the Chapter 11 Regulations themselves to foster greater understanding of both.

Based on the foregoing, Staff's recommendation is that the PRHB adopt the Chapter 11: Anti-Harassment and Anti-Retaliation Regulations in their current form, provided in Attachment A to this staff report.

## ENVIRONMENTAL ANALYSIS:

CEQA excludes from environmental review actions that are covered by the "common sense exemption" contained in Section 15061(b)(3) of the of the California Code of Regulations. CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. If the PRHB adopts the proposed regulations, this action would not have a significant effect on the environment, and therefore would not be subject to CEQA, so no environmental document is required.

## FISCAL IMPACT:

Adopting the proposed regulations is not anticipated to have an impact on the budget of the Pasadena Rental Housing Board or the Rent Stabilization Department.

**ATTACHMENTS**:

**Attachment A** – Proposed Pasadena Rental Housing Board Regulations Chapter 11: Anti-Harassment and Anti-Retaliation

**Attachment B** – A Resolution of the Pasadena Rental Housing Adopting Pasadena Rental Housing Board Regulations Chapter 11: Anti-Harassment and Anti-Retaliation

Respectfully submitted,

HELEN MORALES
Executive Director, Rent Stabilization Department

Approved by:

Allysa Martinez
Deputy City Attorney

# PASADENA RENTAL HOUSING BOARD

# FEBRUARY 20, 2025

# ITEM 3

# ATTACHMENT A

PASADENA RENTAL HOUSING BOARD
REGULATIONS

# CHAPTER 11: ANTI-HARASSMENT AND ANTI-RETALIATION


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## A. Purpose.

The purpose of this Chapter 11 of the Pasadena Rental Housing Board regulations is to enable the Rental Housing Board (the "Board")) to implement the provisions of the Fair and Equitable Housing Charter Amendment ("Article XVIII"), specifically Sections 1806(g) and 1806(h), which prohibit harassment and retaliation by a Landlord against a Tenant of a Covered Rental Unit and authorize the Board to adopt regulations that will further the intent of Article XVIII to prevent unlawful retaliation and harassment.

## B. Applicability.

As used throughout this Chapter 11, the term "Landlord" shall have the same meaning as provided in Section 1803 of Article XVIII. This means that the prohibitions on Tenant harassment and retaliation are applicable not only to the Landlord, but also to all employees, contractors, subcontractors, and agents of the Landlord and to any other individual or entity acting on behalf of the Landlord.

## C. Anti-Retaliation Provisions.

1. **Retaliation is Barred.** No Landlord may threaten to bring, or bring, an action to recover possession, cause the Tenant to quit the Rental Unit involuntarily, serve any Written Notice to Cease or notice of termination of tenancy, decrease any services, interfere with the Tenant's quiet enjoyment of the Rental Unit and common areas, or increase the Rent where the Landlord's dominant motive is retaliation against the Tenant for the Tenant's assertion or exercise of rights under Article XVIII, including creating and/or associating with Recognized Tenants Organizations or individuals involved with Tenant advocacy, unless such activity is privileged or otherwise protected by law.

2. **Rebuttable Presumption.** A Tenant may assert retaliation affirmatively or as a defense to the Landlord's action regardless of the period of time that has elapsed between the Tenant's assertion of or exercise of rights under Article XVIII and/or state law and the alleged act of retaliation. However, proof of exercise or assertion by the Tenant of rights within twelve (12) months prior to Landlord's alleged act of retaliation shall create a rebuttable presumption that the Landlord's act was retaliatory.

3. **Protected Activities**. This subsection illustrates, but does not exhaust, the factors that a court may consider in determining whether a Landlord has violated Section 1806(g) of Article XVIII as interpreted by this Section C. No Landlord shall take any of the actions prohibited by Section 1806(g) of Article XVIII and/or Section D.2. of this Chapter as a result of a Tenant engaging in one or more of the following activities:

a. Requesting repairs or maintenance that are the obligation of the Landlord pursuant to federal, state, county or local law;

b. Complaining about the condition of their rental unit, including the presence of unsafe or illegal living conditions, to a government agency, such as but not limited to, a building or health inspector;

c. Filing a complaint about housing code breaches or violations;

d. Filing a Petition for Downward Adjustment of Rent, as authorized by Section 1813 of Article XVIII;

e. Exercising a legal right allowed by state or local law, such as withholding the rent for an uninhabitable unit or repairing and deducting the cost of repairs from rent;

f. Creating and/or associating with Recognized Tenants Organizations or individuals involved with Tenant advocacy;

g. Organizing as Tenants and/or engaging in concerted activities with other Tenants for the purpose of mutual aid and protection;

h. Providing access to Tenant organizers, advocates, or representatives working with or on behalf of Tenants living at the property;

i. Convening Tenant or Tenant organization meetings in an appropriate space accessible to Tenants under the terms of their rental agreement; or

j. Distributing and posting literature in common areas, including lobby areas and bulletin boards, informing other Tenants of their rights and of opportunities to participate in organized Tenant activities;

k. Requesting a reasonable accommodation to the Landlord's policies or practices or reasonable modification of the Covered Rental Unit as authorized by federal or state law;

l. Posting or displaying political signs relating to an election or legislative vote (including an election of a candidate to public office), the initiative, referendum or recall process, or issues that are before a public commission, public board, or elected local body for vote, unless the Tenant violates the limitations set for in California Civil Code Section 1940.4;

m. Asserting their rights under the California Translation Act (California Civil Code Section 1632), including but not limited to, requesting

copies of Rental Housing Agreements, lease addendums, and rent increase notices in their primary language; or

n. Summoning law enforcement assistance or emergency assistance as, or on behalf of, a victim of abuse, a victim of crime, or an individual in an emergency.

4. **Nonexclusive with State Law.** The protections afforded by this Section C are not intended to be mutually exclusive of the protections afforded by Chapter 2 (Hiring of Real Property) of the California Civil Code, or successor provision(s).

**D. Anti-Harassment Provisions.**

1. **Harassment is Barred.** No Landlord may threaten to bring, or bring, an action to recover possession, cause the Tenant to quit the Rental Unit involuntarily, serve any Written Notice to Cease or notice of termination of tenancy, change the terms of lease without express written agreement from the Tenant, decrease any services, refuse to accept or acknowledge receipt of a Tenant's lawful Rent pursuant to Article XVIII, or interfere with the Tenant's quiet enjoyment of the Rental Unit and common areas as part of an attempt to increase the Rent above the maximum allowable Rent permitted under Article XVIII, either by obtaining such excessive Rent from the Tenant or by creating a vacancy and increasing the Rent for a new Tenant, unless such activity is privileged or otherwise protected by law. Tenants are also protected from harassment for creating and/or associating with Recognized Tenant Organizations or individuals involved with Tenant advocacy.

2. **Examples of Harassment.** This subsection illustrates, but does not exhaust, the factors that a court, a Hearing Officer or the Rental Housing Board may consider in determining whether a Landlord has violated Section 1806(h) of Article XVIII as interpreted by this Section D. No Landlord shall, in bad faith, engage in a course of conduct directed at a specific Tenant or Tenant(s), including, not limited to, the following actions:

a. Quiet Enjoyment. Violate or threaten to violate the covenant of quiet enjoyment provided under California Civil Code Section 1927 and Article XVIII, Section 1803(k), including, without limitation:

i. Interrupt, reduce, terminate, eliminate, or fail to provide Housing Services required by lease, contract or by state, county or local housing, health or safety laws, or threaten to do so, except when necessary to comply with a court order or local or state law. Failure to provide housing services shall include transferring costs to the Tenant that

by law are paid by the Landlord, or charging Tenant for housing services that were not previously charged to that Tenant under their rental agreements;

ii. Remove from the Rental Unit personal property, furnishings, or any other items without the prior written consent of the Tenant, except when done pursuant to the procedure set forth in Civil Code section 1980, et seq. (disposition of Tenant's property after termination of tenancy);

iii. Cause, directly or indirectly, the interruption or termination of any utility service furnished the Tenant, including but not limited to, water, heat, light, electricity, gas, telephone, elevator, or refrigeration;

iv. Engage in conduct or threaten to engage in conduct that violates California Civil Code Section 789.3, including but not limited to an illegal lockout and utility shutoff;

v. Unilaterally impose or require an existing Tenant to agree to new material terms of tenancy or a new rental agreement, unless: (1) the change in the terms of the tenancy is authorized by Article XVIII or California Civil Code Sections 1946.2(f), 1947.5, or 1947.12, or required by federal, state, or local law or regulatory agreement with a government agency; or (2) the change in the terms of the tenancy was accepted in writing by the Tenant after receipt of written notice from the Landlord that the Tenant need not accept such new term as part of the rental agreement

b. Habitability.

i. Fail to perform and timely complete necessary repairs and maintenance required by federal, state, county, or local housing, health, or safety laws; or fail to follow applicable industry standards to minimize exposure to noise, dust, lead paint, asbestos, or other building materials with potentially harmful health impacts;

ii. Fail to exercise due diligence in completing repairs once undertaken;

iii. Fail to timely comply with any notice and order to correct a violation issued by the City;

iv. Violate the warranty of habitability provided under California Civil Code Sections 1941 and 1941.1; or

v. Violate the habitability standards in Health and Safety Code Sections 17920.3 and 17920.10.

c. Access. Abuse the right of access into residential real property as established by California Code Section 1954, which abuse includes, without limitation:

i. Entry for inspections that are not allowed by state law or are unrelated to necessary repairs, maintenance, or services;

ii. Entry or demands for entry at times outside normal business hours except as requested by the Tenant or otherwise permitted by California Civil Code Section 1954;

iii. Entry contrary to a Tenant's reasonable request to change the date or time of entry, provided, however the Tenant shall make such request within 12 hours from delivery of the notice of entry if the owner has hired a third party to perform necessary repairs or services;

iv. Entry to show the residential real property to a prospective or actual purchaser if the Landlord has not notified the Tenant in writing within 120 days of the oral notice that the property is for sale and the Tenant was informed they may be contacted to allow for an inspection;

v. Photographing or otherwise recording portions of residential real property that are beyond the scope of a lawful entry or inspection as stated on the notice of entry;

vi. Misrepresenting the reasons for accessing residential real property as stated on the notice of entry, such as using the right of access to collect evidence against the Tenant;

vii. Entry that fails to provide the approximate time window for the entry or provides a time window that is unreasonably excessive in time;

viii. Failing to timely notify the Tenant, on more than one occasion, that entry into the residential real property for which Tenant was previously given notice has been cancelled; or

ix. Entries that are excessive in number with respect to the reason stated on the notice of entry.

d. Privacy. Violate or interfere with a Tenant's right to privacy, such as:

i. Request information or inquire about information regarding the Tenant's residence or citizenship status or social security number, except as required by law or, in the case of a social security number, for the purpose of obtaining information for the qualifications for a tenancy. This includes a refusal to accept equivalent alternatives to information or documentation that does not concern immigration or citizenship status, e.g. an Individual Taxpayer Identification Number (ITIN);

ii. Release of such information except as required or authorized by law or in violation of applicable state and/or federal law;

iii. Request information regarding the Tenant's relationship or marital status in violation of state or federal law;

iv. Unreasonably inquire into a Tenant's criminal history;

v. Impose or enforce unreasonable restrictions on or inquire into overnight guests;

vi. Take photographs or record video or audio that capture(s) the interior of a Tenant's unit or other areas of the Property and/or the Rental Unit where the Tenant is entitled to a reasonable expectation of privacy; or

vii. Enter or take photographs of portions of a Rental Unit that are beyond the scope of a lawful entry or inspection.

e. Forced Vacation; Misrepresentation.

i. Misrepresent to a Tenant that the Tenant is required to vacate a Covered Rental Unit, or entice a Tenant to vacate a Covered Rental Unit through an intentional misrepresentation or the concealment or omission of a material fact;

ii. Provide materially false written or verbal information regarding applicable federal, state, county or local Tenant protections, including deliberate mischaracterization of the nature or effect of a notice to quit or other eviction notice. False information includes, without limitation, violating the California Translation Act (Civil Code Section 1632) or demanding that a Tenant enter into a rent repayment plan to take advantage of Tenant protection laws that do not require such plans;

iii. Threaten a Tenant or their guest, by word or gesture, with physical harm;

iv. Attempt to coerce a Tenant to vacate with offer(s) of payments, including but not limited to, offering payments to a Tenant to vacate more than once in any six (6) month period after the Tenant has notified the Landlord in writing that the Tenant does not desire to receive further offers of payments to vacate;

v. Influence or attempt to influence a Tenant to vacate a Rental Unit through fraud, intimidation, or coercion, including without limitation, disclosing or threatening to disclose to any person or entity information regarding the immigration or citizenship status of a Tenant or other person known to be associated with the Tenant;

vi. Disclose or threaten to disclose information about a Tenant to any government entity;

vii. Otherwise violate California Civil Code Section 1940.2 and/or Section 1940.35; or

viii. Remove or eliminate a Housing Service for the purpose of causing the Tenant to vacate the Rental Unit.

f. Rent Payments.

i. Refuse to accept or acknowledge receipt of a Tenant's lawful rent payment (including, but not limited to, revoking a Tenant's access to an online rent payment portal) except as such refusal may be permitted by state law after a notice to quit has been served on the Tenant and the time period for performance pursuant to the notice has expired;

ii. Refuse to cash a rent check or money order for over thirty (30) days unless a written receipt for payment has been provided to the Tenant, except as such refusal may be permitted by state law after a notice to quit has been served on the Tenant and the time period for performance pursuant to the notice has expired;

iii. Fail to provide a receipt to a Tenant for Rent or other payment after the Tenant has requested a receipt in violation of California Civil Code Section 1499 and California Code of Civil Procedure Section 2075; or

iv. Fail to allow a Tenant to pay rent and deposit of security by at least one form of payment that is neither cash nor electronic funds transfer, except where otherwise permitted by California Civil Code Section 1947.3(a)(2).

a. Discrimination.

i. Violate any law which prohibits discrimination against the Tenant based on race, gender, sexual preference, sexual orientation, ethnic background, nationality, religion, age, parenthood, marriage, pregnancy, veteran status, disability, human immunodeficiency virus (HIV)/acquired immune deficiency syndrome (AIDS), occupancy by a minor child, or source of income;

ii. Make a sexual demand on a Tenant for the Tenant to obtain needed maintenance on the Rental Unit, or to obtain a rent concession or additional Housing Service(s), or to avoid an eviction, or make other quid pro quo sexual demands on a Tenant;

iii. Subject a Tenant to unwelcome touching, kissing, or groping, make unwelcome comments about a Tenant's body, send a Tenant unwelcome, sexually suggestive texts, enter the Rental Unit without invitation or permission, or engage in other actions that create a hostile environment;

iv. Violate the Unruh Civil Rights Act (California Civil Code 51 et seq.); or

v. Commit elder financial abuse (as defined by California Welfare and Institutions Code 15610.30 et seq.) of a Tenant.

b. Tenant Organizing; Tenant Unions. Interfere with the right of Tenants to do any of the following:

i. Organize as Tenants and engage in concerted activities with other Tenants for the purpose of mutual aid and protection including concerns regarding repairs and maintenance, rent amounts or rent increases, evictions, discrimination, or harassment, regardless of whether the Tenants share the same Landlord or management company;

ii. Convene Tenant or Tenant organization meetings in an appropriate space accessible to Tenants under the terms of their rental agreement(s);

iii. Contact other Tenants and offer such Tenants literature informing them of their rights and opportunities to involve themselves in Tenant organizing/Tenant union activities;

iv. Distribute and post such literature on bulletin boards or other areas that the owner has designated for Tenant use or free speech activities; or

v. Exercise their rights under California Civil Code Section 1942.6, and/or providing access to Tenant organizers, advocates, or representatives working with or on behalf of Tenants living at the property.

c. Other Acts.

i. Repeated violations of the California Translation Act (California Civil Code Section 1632);

ii. Force a Tenant to vacate their Rental Unit and reregister to avoid classification as a Tenant under California Civil Code 1940.1. Forced vacation can be implied from the totality of the circumstances;

iii. Other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of any person lawfully entitled to occupancy of such dwelling unit and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a dwelling unit to vacate such dwelling unit or to surrenderor waive any rights in relation to such occupancy.

**E. Notice of Protections.**

The Department shall update the form required by Sections 1806(e) and 1807(c) to include information about the protections afforded by this Chapter 11 of the PRHB Regulation

**F. Remedies.**

1. **No Administrative Consideration**. Claims may only be brought in court and may not be addressed administratively. A court shall consider the protections afforded by Section 1806(g) and Section 1806(h) of Article

XVIII as interpreted by this Chapter 11 of the PRHB Regulations in evaluating a claim of retaliation or harassment.

2. **Affirmative Defense.** A Landlord's violation of Section 1806(g) or Section 1806(h) of Article XVIII as interpreted by this Chapter 11 of the PRHB Regulations shall constitute a complete defense to unlawful detainer or to other action by the Landlord to recover possession of the Covered Rental Unit.

3. **Rent Adjustment Penalties. I**n addition to the remedies provided in Sections C and D above, any Covered Rental Unit that becomes vacant because of a violation of Section 1806(g) or Section 1806(h) of Article XVIII as interpreted by this Chapter 11 of the PRHB Regulations shall only be permitted to be rented at the lawful Rent in effect at the time of the most recent termination of tenancy.

4. **Criminal Penalty.** Any person that violates Section 1806(g) or Section 1806(h) of Article XVIII as interpreted by this Chapter 11 of the PRHB Regulations may be prosecuted for a misdemeanor or an infraction and in accordance with the Pasadena Municipal Code, in the discretion of the City Attorney or City Prosecutor, or their assistants.

5. **Civil Action.** An aggrieved Tenant, or any person, organization, or entity, including the City, who will fairly and adequately represent the interests of an aggrieved Tenant(s), may institute civil proceedings as provided by law, against a Landlord violating Section 1806(g) or Section 1806(h) of Article XVIII as interpreted by this PRHB Regulations Chapter 11 and against any person who aids, facilitates, and/or incites another to violate such provisions, regardless of whether the Covered Rental Unit remains occupied or has been vacated due to harassment or retaliation. The burden of proof in such cases shall be preponderance of the evidence.

6. **Damages and Monetary Awards.**

   a. Any person who violates, or aids or incites another person to violate, Section 1806(g) or Section 1806(h) of Article XVIII as interpreted by this PRHB Regulations Chapter 11, is liable in a court action for each and every such offense for money damages of not less than three times actual damages suffered by an aggrieved Tenant (including damages for mental or emotional distress), or for the minimum damages in the sum of $1,000.00, whichever is greater, or whatever other relief the court deems appropriate, and shall be liable for such attorneys' fees and costs as may be determined by the court.

b. The court may also award punitive damages to any plaintiff, including the City, in a proper case as defined by Civil Code section 3294 or successor statute.

c. Moreover, any person who violates, or aids or incites another person to violate, Section 1806(g) or Section 1806(h) of Article XVIII as interpreted by this Chapter 11 shall be liable for additional damages of up to $5,000.00 for each offense committed against a person who is Disabled (within the meaning of California Government Code section 12926, et seq., or successor statute), Elderly or Terminally Ill.

d. In the case of an award for damages for mental or emotional distress, said award shall be trebled only if the trier of fact finds that the defendant acted in knowing violation of or reckless disregard of Section 1806(g) or Section 1806(h) of Article XVIII as interpreted by this Chapter 11 of the PRHB Regulations.

e. A prevailing defendant in a civil action under this section shall be entitled to an award of attorneys' fees only if it is determined by the court that the action was devoid of merit and brought in bad faith.

7. **Injunctive/Equitable Relief.** Any person who commits an act or engages in any pattern and practice that violates Section 1806(g) or Section 1806(h) of Article XVIII as interpreted by this Chapter 11 of the PRHB Regulations may be enjoined therefrom by a court of competent jurisdiction. A court may issue other equitable relief as appropriate. An action for injunction under this subsection may be brought by an aggrieved person, by the City Attorney, or by any person or entity who will fairly or adequately represent the interests of the Tenants.

8. **Nonexclusive Remedies and Penalties.** The remedies provided by this Chapter 11 of the PRHB Regulations are not exclusive, and nothing in this Chapter shall preclude any person from seeking any other remedies, penalties, or procedures provided by law.

## G. 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 the protections afforded by Section 1806(g) or Section 1806(h) of Article XVIII as interpreted by this Chapter 11 shall be deemed to be against public policy and shall be void.

## 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.

# PASADENA RENTAL HOUSING BOARD

# FEBRUARY 20, 2025

# ITEM 3

# ATTACHMENT B

Attachment B

**PASADENA RENTAL HOUSING BOARD**
**RESOLUTION NO. RHB-2025-02**

**A RESOLUTION OF THE PASADENA RENTAL HOUSING BOARD ADOPTING PASADENA RENTAL HOUSING BOARD REGULATIONS CHAPTER 11: ANTI-HARASSMENT AND ANTI-RETALIATION**

**WHEREAS,** the Pasadena Fair and Equitable Charter Amendment ("Charter Amendment") prohibits retaliation and harassment against tenants; and

**WHEREAS,** the Charter Amendment allows the Pasadena Rental Housing Board to further address retaliation and harassment in its regulations; and

**WHEREAS,** the Policy Ad Hoc Committee of the Rental Housing Board worked with staff to develop draft regulations regarding retaliation and harassment; and

**WHEREAS,** the Rental Housing Board held a publicly noticed meeting on December 5, 2024, during which it considered a first draft of the Chapter 11: Anti-Harassment and Anti-Retaliation Regulations; and

**WHEREAS,** during its December 5, 2024, meeting, the Rental Housing Board discussed, received public comment about, and provided direction to staff regarding the Chapter 11: Anti-Harassment and Anti-Retaliation draft regulations; and

**WHEREAS,** based on the input from the Rental Housing Board, and working alongside the City Attorney's Office to increase clarity, the proposed regulations were revised.

**NOW, THEREFORE, THE RENTAL HOUSING BOARD OF THE CITY OF PASADENA RESOLVES AS FOLLOWS:** The regulations set forth in Exhibit A are hereby adopted.

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 XX day of February 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Ryan J. Bell
Chair, Rental Housing Board

Approved as to form:

_____
Allysa Martinez
Deputy City Attorney

# PASADENA RENTAL HOUSING BOARD

# FEBRUARY 20, 2025

# ITEM 3

# ATTACHMENT C

**CITY OF PASADENA**
**RENTAL HOUSING BOARD**

**To:** Mayor and City Council

**From:** Pasadena Rental Housing Board, Chair Ryan Bell

**Date:** February 20, 2025

**Re:** Recommendation for Emergency Eviction Defense for Tenants Impacted by the Eaton Fire

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At its regular meeting on February 6, the Pasadena Rental Housing Board (Board) voted unanimously to recommend that the City Council adopt a temporary, emergency ordinance providing a defense against eviction for tenants financially impacted by the Eaton Fire. This defense should be available to tenants who self-certify their financial hardship under penalty of perjury. The ordinance should remain in effect for either six months or the duration of the declared emergency, whichever is longer.

This memorandum formally transmits the Board's request to the City Council for consideration and action.

# PASADENA RENTAL HOUSING BOARD

# FEBRUARY 20, 2025

# ITEM 4

# MEMORANDUM

RENT STABILIZATION DEPARTMENT

February 20, 2025

TO: Pasadena Rental Housing Board

FROM: Will Panza, Management Analyst IV
Rent Stabilization Department

**SUBJECT: DEPARTMENT OPERATING BUDGET – QUARTERLY UPDATE**

**Recommendation:** This report is for information only.

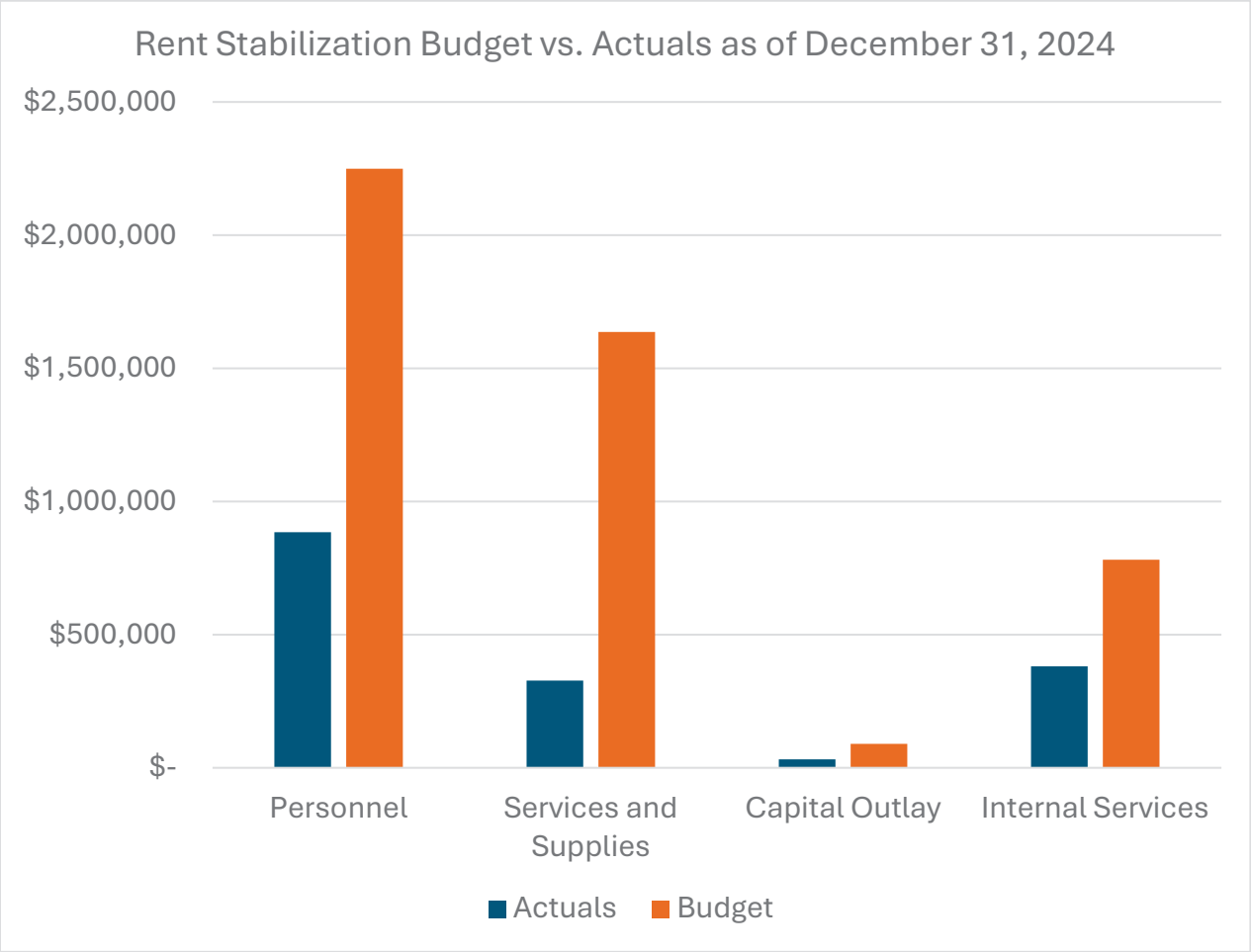
The Rent Stabilization Department (RSD) is pleased to provide its second quarterly operating budget update for Fiscal Year 2025. This report primarily covers expenditures for the period between July 1, 2024 and December 31, 2024.

**Overall Neutral Budget Performance:**

RSD is currently underspending the budget to plan. This positive variance is primarily due to:

- Personnel: RSD experienced staff turnover for several senior positions prior and during the second quarter of fiscal year 2025. The combined vacancies resulted in decreased Personnel expenditures relative to the first quarter.
- Services and Supplies: Largely driven by the timing of invoicing and posting of expenses. For example, the contracted hearing officer will generate expenses once hearings begin. The Department has yet to receive an invoice from other vendors for services rendered such as one for implementation and integration fees from 3di for the Rental Registry.
- Capital Outlay: The Department has declined further tenant improvements that would incur additional expenses. Examples include white noise soundproofing and window blind replacements.

A high-level overview of the budget vs. actuals is provided in the accompanying chart and a summary of expenses:




| Expenses | FY25 Revised Budget | FY25 Actuals as of 12/31/24 | FY25 Available | Percentage Remaining |
|---|---|---|---|---|
| **Personnel** | $ 2,249,582 | $ 884,578 | $ 1,365,004 | 61% |
| **Services and Supplies** | $ 1,636,006 | $ 327,954 | $ 1,308,052 | 80% |
| **Capital Outlay** | $ 90,000 | $ 31,546 | $ 58,454 | 65% |
| **Internal Services** | $ 780,823 | $ 380,412 | $ 400,411 | 51% |
| **Total Budget** | **$ 4,756,411** | **$ 1,624,490** | **$ 3,131,921** | **66%** |

**Detailed Budget & Expense Worksheet as of December 31, 2024:**

| Expenses | FY25 Revised Budget | FY25 Actuals as of 12/31/24 | FY25 Available | Percentage Remaining | Notes |
|---|---|---|---|---|---|
| **Personnel** | **$ 2,249,582** | **$ 884,578** | **$ 1,365,004** | **61%** | 17 Authorized FTEs, 1 CTW & Board Compensation |
| **Services & Supplies** | **$ 1,636,006** | **$ 327,954** | **$ 1,308,052** | **80%** | |
| Computer Related Supplies | $ 275,000 | $ 27,840 | $ 247,160 | 90% | 2 multi-use printers ($20k); staff computers |
| Consultant Services | $ 344,679 | $ 86,301 | $ 258,378 | 75% | Allegra ($56k); Bhyv ($30k) |
| Other Contract Services | $ 295,000 | $ 38,428 | $ 256,572 | 87% | Trans.4All ($25k); KPAS ($3.8K); MPI ($3.6K); TU ($3.2K) |
| Outside Legal Services | $ 225,000 | $ 126,120 | $ 98,880 | 44% | Goldfarb & Lipman |
| Lease Payments | $ 280,000 | $ 21,035 | $ 258,965 | 92% | |
| Legal & Advertising | $ 120,000 | $ 1,988 | $ 118,012 | 98% | PasadenaNow |
| Misc. Expenditures | $ 96,327 | $ 26,242 | $ 70,085 | 73% | CRSN ($7.5k); Supplymates ($7.3k); PRHB ($3.7k) |
| **Capital Outlay** | **$ 90,000** | **$ 31,546** | **$ 58,454** | **65%** | DR Officeworks |
| **Internal Services** | **$ 780,823** | **$ 380,412** | **$ 400,411** | **51%** | CAP + IT services |
| **Total Budget** | **$ 4,756,411** | **$ 1,624,490** | **$ 3,131,921** | **66%** | |

**Revenue:**

To date, RSD has collected $3.2M in revenue. Further revenue recognition is anticipated due to 371 properties pending payment, representing 1,319 units or $283k in anticipated revenue. Additionally, there are 438 properties (3,420 units) requiring staff review.

# PASADENA RENTAL HOUSING BOARD

# FEBRUARY 20, 2025

# ITEM 5

# ATTACHMENT A

**CITY OF PASADENA**
**RENTAL HOUSING BOARD**

**To:** Members of the Pasadena Rental Housing Board (Board)

**From:** Ryan Bell, Board Chair Ryan Bell

**Date:** February 20, 2025

**Re:** New schedule for terminating all current ad hoc committees

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At the February 6 Regular Meeting of the Board, we received training and guidance from Pasadena City Attorney, Michele Bagneris, and Assistant City Attorney, Dion O'Connell. Part of the guidance included information about the role of ad hoc committees under the Brown Act. Ms. Bagneris indicated that a typical length of time for ad hoc committee is approximately 6 months but perhaps as much as a year or a little more. There is no exact time limit but ad hoc committees are not to have "continuing subject matter jurisdiction." Two of our three ad hoc committees—Community Outreach and Policy and Programs—have been in existence for about 18 months. The Relocation Assistance Policy Review Ad Hoc has reached the end of its prescribed timeframe.

To comply with the spirit and letter of the Brown Act and ensure maximum transparency in the Board's work, all current ad hoc committees will end after the Board's March 6 meeting. At that meeting, each committee may, if they choose, provide the Board with a summary of their work and an explanation about how that area of work will be handled moving forward.

Until such a time as the Board should decide on a different course, staff will bring community outreach plans to the full board at its regular public meetings for discussion and direction. Likewise, new policy proposals and regulations will come from staff to the full board for discussion and eventual adoption.

If there is a need in the future, new ad hoc committees may be formed for limited subject matter situations. The Board may also agendize the creation of Standing Committees for key functions of the Board at a future date.

# PASADENA RENTAL HOUSING BOARD

# FEBRUARY 20, 2025

# ITEM 5

# ATTACHMENT B

# EXIT REPORT

**February 12, 2025**

**Allegra Consulting & PRHB Communications Ad Hoc Committee**
**Pasadena Rent Stabilization Department & Rental Housing Board**

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**Introduction**

This report highlights the community outreach and media strategy developed and executed by Allegra Consulting in collaboration with the Rental Housing Board Communications Ad Hoc Committee for the Pasadena Rent Stabilization Department (PRSD) and the Rental Housing Board. This initiative, which began in 2023 and concludes in the first quarter of 2025, aimed to increase public awareness, educate landlords and tenants on rental laws, and drive engagement with the Rental Registry.

Through a comprehensive outreach campaign, including workshops, digital and print media, stakeholder engagement, transit media, and grassroots efforts, this initiative significantly increased PRSD's visibility and community participation. The following sections outline key focus areas, achievements, and measurable outcomes.

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**A Comprehensive Work Plan was developed by Allegra and the Committee and focused on two key Areas:**

**1. Focus Area #1: Media & Public Awareness**

To educate the Pasadena rental community on rent stabilization laws and increase engagement, efforts included:

✓Hosted community education workshops for both Landlords and Tenants

✓ Direct community members to PRSD's new website for rental regulations, public notices, and educational materials.

✓ Executed multilingual media campaigns in English and Spanish to ensure accessibility.

✓ Developed and deployed printed and digital educational materials, including FAQs and a Tip of the Month" series to simplify rental regulations on social media platforms.

## 2. Focus Area #2: Rental Registry Promotion & Outreach

A multi-channel marketing strategy was implemented to educate and encourage participation in the Rental Registry through:

✓ Workshops, direct mail campaigns, and digital outreach reaching landlords and tenants.

✓ Partnerships with real estate professionals, property managers, and community organizations to expand outreach.

✓ Strategic media placements including utility bill inserts and grassroots marketing to maximize registration.

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**Key Accomplishments & Impact**

**1. Workshop Engagement**

In 2023 and 2024, PRSD successfully hosted multiple workshops, fostering direct engagement with landlords and tenants:

**2023 Workshops**

- **October 17:** Landlord Workshop (**210 registrations**)
- **October 18:** Tenant Workshop (**168 registrations**)
- **October 24:** Landlord Workshop (**55 registrations**)
- **December:** Tenant In-Person Workshop (**22 participants**), in partnership with the **Housing Rights Center**

**2024 Workshops**

- **March:** Landlord Workshop (**253 registrations**)

**Total Impact:**

✓ **712+ new contacts** added to PRSD's outreach database.

✓ Enhanced **landlord and tenant education**, fostering compliance and trust in PRSD's services.

**2. Print & Digital Media Outreach**

✓ Updated PRSD Branding & Messaging to ensure consistency across public-facing materials.
✓ Distributed 5,000 FAQ Trifold Brochures across Pasadena (libraries, community centers, City Hall, etc.).
✓ QR Code Engagement: 288 scans in 2024, increasing digital access to PRSD resources.

✓Monthly educational social media posts and web sliders were developed and placed on the RSD website and the city's social media platform and used to educate landlords and tenants on various topics.

✓To augment the lack of RSD staff, our team worked with Phillip LeClaire and developed the RSD website and a microbusiness outreach tool/card.

**3. Tip of the Month Digital Education**

✓ June 2024 – January 2025: Monthly digital content on PRSD's website and social media platforms to educate landlords and tenants.
✓ Regular promotion through the city's social media and website updates, ensuring ongoing education on rent stabilization laws.

**4. Rental Registry Promotion & Media Campaign**

✓ **Developed and launched a strategic marketing initiative**, including:

- Social media & Digital Outreach: Utilized the city's media platforms to get the word out.
- Community Partnerships: Collaborated with real estate professionals, nonprofits, and property managers for broader engagement.
  ✓ High-visibility media placements:
- Utility Bill Inserts: 40,000 bilingual inserts sent via Pasadena Water & Power (September/October 2024).
- Digital transit ad placed at Colorado Blvd & Garfield Ave.
- Digital ad campaign on PasadenaNow.com to increase online engagement.

**5. Grassroots Outreach & Community Engagement**

✓ Posters placed in high-traffic locations, including laundromats, job centers, shopping centers, coffee shops, and city facilities, reaching underrepresented communities.

**6. Video & Media Engagement**

✓ Educational Workshop Videos hosted on YouTube, PRSD's website, and social media platforms and educated residents and property managers on Pasadena Rental Housing.

**7. General Transit Media & Education**

Transit advertising played a key role in broadening awareness and ensuring consistent public visibility of PRSD's programs:

✓ **60 interior bus panels promoting PRSD initiatives** (October 2024 – Present).

✓ **20 bus shelter ads launching January–February 2025** to educate and engage commuters.

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**Key Performance Indicators (KPIs) & Outcomes**

| Initiative | Key Metrics | Outcome |
|---|---|---|
| **FAQ Brochure Distribution** | 5,000+ distributed | Increased PRSD's public visibility |
| **QR Code Engagement** | 288 scans (2024) | Boosted online engagement with PRSD resources |
| **Workshops (2023–2024)** | 712 new contacts | Expanded direct engagement with landlords & tenants |
| **Utility Bill Inserts** | 40,000 distributed | Direct outreach to Pasadena households |
| **Transit Media Ads** | 20 bus shelters & 60 bus panels | Citywide visibility 1+ million impressions. |

| Initiative | Key Metrics | Outcome |
|---|---|---|
| **Grassroots Poster Campaign** | 500 8x10 Posters in high-traffic locations | Reached hard-to-engage tenants |
| **Educational Video Engagement** | YouTube views & social shares | Increased digital awareness |

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**Conclusion & Recommendations**

Through strategic, community-focused engagement, Allegra Consulting and the Communications Ad Hoc Committee successfully raised awareness, educated residents, and increased participation in PRSD's rental stabilization programs.

**Key Takeaways:**

1. Workshops Are Highly Effective – High attendance rates demonstrate a strong demand for rental education. Expanding in-person and virtual workshop offerings is recommended.
2. Multilingual Outreach Maximizes Impact – Bilingual outreach materials (English & Spanish) ensured broad accessibility. Expanding language support could further enhance engagement.
3. Sustained Community Partnerships Are Key – Collaborations with real estate professionals, nonprofits, and property managers significantly expanded outreach. Increase 2-way conversations on housing issues.
4. Strategic Media Placement Drives Awareness – A mix of digital, print, transit, and grassroots marketing proved highly effective in reaching Pasadena's diverse rental community. RSD should have its own social media platform to aid in educating residents on all things rent stabilization.

Allegra Consulting is honored to have supported this initiative and extends gratitude to the Pasadena Rent Stabilization Department, the Rental Housing Board, and the Communications Ad Hoc Committee for their partnership in ensuring equitable housing stability for all Pasadena residents.