APARTMENT ASSOCIATION OF GREATER LOS ANGELES

AAGLA

"Great Apartments Start Here!"

Janet M. Gagnon
Senior Vice President, Government Affairs & External Relations
janet@aagla.org
213.384.4131; Ext. 309

August 14, 2026
Via Electronic Mail

Mayor Victor Gordo
and the Members of the Pasadena City Council
Pasadena City Hall
Room S249
100 North Garfield Avenue
Pasadena, California 91101

Re: Per Diem, Parking & Pet Fees for Repairs & Improvements Lasting **Less Than 30 Days** by PRHB

Dear Chair Henry, Mayor Gordo and Members of the Pasadena City Council:

The Apartment Association of Greater Los Angeles (AAGLA) represents approximately 10,000 rental housing providers throughout Los Angeles, Ventura and San Bernardino counties, including many in Pasadena. More than 80% of our members are mom-and-pop owners with 20 or fewer units.

We urge the City Council to immediately become directly involved and take corrective action concerning the wrongful recommendations being made by City staff in the Rent Stabilization Department to the Pasadena Rental Housing Board (PRHB) that go greatly beyond its authority granted under the Charter and for the City Council to take up review of this matter at your next regularly scheduled City Council meeting on Monday, August 17th as an urgency item.

The City is already in a severe budget crisis and is asking for a new parcel tax to pay for fire services which are core city services. It does not need to be inundated with substantial litigation costs for an obvious government overreach by the Rent Stabilization Department staff and the PRHB.

I. PIER DIEM, PARKING & PET FEES GOES FAR BEYOND THE EXISTING CHARTER AND ARE ILLEGAL

A. THE CHARTER CONTAINS NO LANGUAGE AUTHORIZING ANY FEES FOR REPAIRS OR IMPROVEMENTS LASTING LESS THAN 30 DAYS

As the rent stabilization department's report clearly states, the Charter **only** allows for setting fees for substantial remodels **lasting 30 or more days** as stated under Section 1806(b) and referenced in Section

1806(a)(8)(B)(3) as a No-Fault eviction. **Nowhere in in the Charter exists language that states the Rental Housing Board has the authority to set fees, including per diem, parking and pet fees for repairs and improvements lasting less than 30 days.**

In fact, Section 1806(a)(6) only applies to renters as grounds for **At-Fault evictions** in the case of a "Failure to Give Access" to the property owner. As the staff report states, ***"Section 1806(a)(6) is an at-fault eviction provision: if a tenant fails to provide access and otherwise cooperate with the landlord, the landlord may initiate an eviction. Subsection 1806(a)(6)(A) is designed to prevent avoidable evictions by requiring a framework that facilitates cooperation between landlord and tenants during an ongoing tenancy."***

Article XVIII, Section 1806(a)(6)(A)&(B), state "Failure to Give Access" as an **At-Fault** cause for eviction. Nowhere does it mention any fees that Landlords must pay to renters for any type of repair or improvement.

Below is the actual language from the Charter (emphasis added).

> *(6) Failure to Give Access. The Tenant, after receiving proper **notice**, has refused the Landlord reasonable access to the Rental Unit for the purpose of making repairs or improvements, or for the purpose of inspection as permitted or required by law, or for the purpose of showing the Rental Unit to any prospective purchaser or mortgagee.*
>
> > *(A) The Board shall promulgate regulations for the repair and improvement of Rental Units to ensure the least amount of disruption for the Tenant. Unless due to a documented emergency affecting a Tenant's health and/or safety or as required by state law, all repair or improvement work will be **scheduled** in compliance with applicable Board regulations. In the event that a Tenant refuses access to the Rental Unit for repairs, a Landlord must show that **written notice** was provided to the Tenant and all necessary repair or improvement work was scheduled in compliance with all applicable Board regulations to terminate tenancy under this subsection.*
> >
> > *(B) The **notice** requesting access shall inform the Tenant that if he or she is unable to comply because of a disability, he or she may request a change in the Landlord's policies or practices or other reasonable accommodation to the Tenant's disability.*

It is clear from the actual language that the ONLY regulations that the PRHB has the authority to create for repairs and maintenance LESS THAN 30 days are ones for proper notice and scheduling. In contrast, Section 1806(a)(8) is for "Necessary and **Substantial** Repairs". Below is the actual language from the Charter (emphasis added).

> *(8) Necessary and Substantial Repairs Requiring Temporary Vacancy. The Landlord, after having obtained all necessary permits from the City of Pasadena, and having provided written notice to the Tenant, seeks in good faith to undertake substantial repairs that are necessary to bring the Rental Unit into compliance with applicable codes and laws affecting the health and safety of Tenants of the building, provided that:*
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> > *(A)As independently confirmed by the City of Pasadena, the repairs necessitate that the Tenant vacate the Rental Unit because the work will render the Rental Unit uninhabitable for a period*

*of **not less than** thirty (30) days, and…*

It then goes on to state under Section 1806(a)(8)(B)(iii) (emphasis added).

> *In the event that the Tenant elects to accept an offer to move to a comparable vacant Rental Unit at the same or lower Rent, the Tenant is not eligible for any Relocation Assistance pursuant to Section 1806(b) herein, however the length of tenancy shall continue to be calculated from the date the Tenant first entered into a Rental Housing Agreement at the Property.*

Section 1806(b) relocation assistance is specifically LIMITED to **NO-FAULT** causes of action (as listed under items (a)(8) through (a)(11). It states,

> *(b) Relocation Assistance. A Landlord seeking to recover possession under Subsections (a)(8)—(11) above shall provide Relocation Assistance. The Landlord shall provide a minimum of fifty percent (50%) of the required Relocation Assistance within ten (10) days of service of any written notice of termination pursuant to Subsections (a)(8)—(11) to the Tenant(s).*

So clearly had the Charter intended to allow the PRHB to create new fees for repairs and improvements lasting LESS than 30 days, it would have stated it as it did for substantial remodels. Neither City staff nor PRHB can now claim after the fact that the Charter includes per diem, parking and pet fees that were clearly NOT stated.

B. OTHER JURISDICTIONS DO NOT INCLUDE PER DIEM FOR REPAIRS AND MAINTENANCE LASTING LESS THAN 30 DAYS

The use of relocation fees for substantial repairs lasting 30 days or more does NOT necessitate or imply authority to create per diem, pet, parking or other fees for repairs lasting less than 30 days. The two stand as completely independent policies and one cannot be implied by the other.

The staff report reviews 4 cities, Beverly Hills, Los Angeles, Santa Monica, and West Hollywood. Of these 4 cities only HALF of the cities have mandatory per diem for repairs and improvements lasting less than 30 days. Both Los Angeles and West Hollywood leave it up to the renter and property owner whether they wish to enter into any type of mutual agreement regarding per diem. This clearly shows that the issue of per diem is not universal and that it is an individual policy decision to be made on a city-by-city basis.

It is wrong for the staff to conclude that just because the Charter mentions relocation for No-Fault causes of eviction that it somehow grants the authority for PRHB to create new per diem, parking, pet fees or other fees for At-Fault evictions.

We strongly urge the City Council to obtain a formal legal opinion from a licensed California attorney with appropriate expertise on such an outrageously bizarre interpretation such as the one proposal by City staff before allowing any further action attempting to set per diem, parking, pet fees or other fees for repairs and improvements lasting less than 30 days.

If City staff and/or the PRHB wants such new authority beyond the existing Charter to be granted to it, then a new ballot measure must go to the voters and be passed granting such additional authority. To do otherwise, is a wanton disregard for the Charter and will lead to substantial litigation against the City further draining an already extremely constrained budget.

II. NOTICE PROVISIONS ARE EXCESSIVE, OVERBROAD, BURDENSOME AND ILLEGAL

The recommendations from staff include several inappropriate, excessive, unnecessary and wasteful proposed requirements, some of which will certainly encourage more evictions.

- "Contact information for the owner, the property manager, **and a designated project manager** responsible for addressing tenant inquiries, complaints, and requests for mitigation."

The requirement for a designated project manager is completely inappropriate and constitutes intentional interference between the owner and their construction staff wrongfully interfering with an employer/employee contract to which neither PRHB nor the City are a party. Any and all inquiries, complaints, and requests should go through the owner or their designee, which may be a property management company. Short term repairs and improvements lasting less than 30 days are not fundamentally different from any other repair or maintenance project and the existing process between a renter and the property owner should be fully respected.

We urge the City Council to direct the Rent Stabilization Director to remove "designated project manager" from this notice requirement.

- "A statement advising tenants to immediately contact the City's Planning Department if they observe any conditions they believe are unsafe, in violation of City codes."

This provision is completely one-sided and undermines the stated goal of cooperation between renters and rental housing providers.

We urge the City Council to direct Rent Stabilization Director to include a requirement that the renter ALSO immediately contact the owner or their agent in addition to the City's Planning Department. The owner must be given sufficient notice AND time to remedy any deficiency.

- "A statement noting that if a tenant's unit remains uninhabitable for 30 days or more without temporary relocation, the tenant is entitled to a full relocation payment and has the right to return to the unit at the same rent once repairs are completed."

The fact that a repair or improvement takes a little longer than the intended 30 days should not automatically trigger a full relocation payment (and any relocation fee amount is illegal as it goes beyond the Charter—see discussion above). The relocation payment is ONLY intended for No-Fault evictions due to substantial remodels. Forcing the payment of full relocation means that the renter could be evicted and that may not be something either the renter or the property owner may want. Flexibility should be given to the parties to

determine what the best course of action is when a project is slightly delayed due to no fault of either party. **This provision will encourage more evictions. We urge the City Council to direct the Rent Stabilization Director to remove this notice provision in its entirety.**

- "And that the notices be submitted to the Rent Stabilization Department."

This provision is vague, unnecessary and burdensome. **It will create an unnecessary and costly administrative burden for the City and rental housing providers alike.** Such notice should only be required to be submitted to the City if and when a complaint is filed by a renter. Also, if notice is to be provided to the City, then electronic submission should be sufficient.

In conclusion, we strongly urge the City Council to prohibit Rent Stabilization Department staff from taking any further action on this proposal until the City obtains a formal legal opinion from a licensed California attorney with relevant expertise regarding whether City staff and PHRB would be exceeding their authority under the Charter to create new per diem, parking, pet fees or other fees for repairs and improvements lasting LESS THAN 30 days

Thank you for your time and consideration. Please feel free to reach out to me directly by telephone at (213) 384-4131; Ext. 309 or via electronic mail at janet@aagla.org.

Sincerely,

Janet M. Gagnon

Janet M. Gagnon, Esq.

CC: Daniel Yukelson, Executive Director, Apartment Association of Greater Los Angeles
Matthew Hawkesworth, Pasadena City Manager
Michele Bagneris, Pasadena City Attorney