California Tenants – Use this letter if you are a tenant who was issued a written no-fault eviction and is entitled to relocation assistance of one month’s rent.

Instructions:

1. Click here to open a Microsoft Word version of this sample letter
2. The Microsoft Word-version will have the same blank spaces as this version, but will not have the comments in the margin. Fill out the blanks in the Microsoft Word-version using the comments on the margins of this version as a guide.
3. Use this sample letter if you are a tenant who was issued a no-fault 30-, 60- or 90-day eviction notice after January 1, 2020 and are therefore entitled to a relocation assistance equal to one month’s rent.
4. Please note that you should tailor this letter to the facts in your case. This template is not a substitute for legal advice. If you need help finding a tenant attorney, please see the Tenants Together Directory.
5. Once filled out with your information and sent to your landlord, keep a copy for your records.

Sent via Certified Mail - Return Receipt Requested

[_______] [_______] [_______]

Dear (_______________),

I (______________) am a tenant at (______________). I am writing because you or your staff notified me on (______________) with a written notice that you will be terminating by tenancy via a (______________).

As you may know, California recently enacted AB1482, “Tenant Protection Act of 2019.” Beginning January 1, 2020, the bill limits the reasons a landlord can evict a tenant to certain just causes for any tenant that has resided in the unit for 12 months or more. I have been in the unit since (______________), and therefore qualify for the just

Commented [MC1]: Date
Commented [MC2]: Full name of landlord and/or property manager
Commented [MC3]: Address of landlord and/or property manager
Commented [MC4]: Full name of landlord and/or property manager
Commented [MC5]: Your/tenant’s name(s)
Commented [MC6]: Address, City, State, Zip
Commented [MC7]: Insert date when you received the written notice
Commented [MC8]: Insert 30-day, 60-day, 90-day eviction
Commented [MC9]: Insert date you moved into the unit
cause protections of AB1482. Under AB1482, a landlord can terminate a tenancy for several “no-fault” just causes— for example, if a landlord intends to occupy the unit or remove the unit from the rental market, However, when evicting a tenant for “no-fault” reasons, the landlord must provide the tenant with a month of relocation assistance or waiver of rent for a month within 15 days of serving the tenant with a termination notice.

You or your staff stated that you are ending my tenancy based on a “no-fault” rationale, because [____________________]. Because the termination of my tenancy is based on a no-fault just case rationale, per AB1482, I am entitled to a month of rent for relocation assistance or a waiver of rent for a month. I expect to receive one month’s rent (or a notice of a rent waiver) by [__________,] 15 days after I received the termination notice. Failure to provide me with this payment (or with a rent waiver for a month’s rent) will make the notice of termination of my tenancy null and void.

Thank you for your prompt attention to this matter.

Sincerely,

[____________________]