Sent via Certified Mail- Return Receipt Requested (español abajo)

(\_\_\_\_\_\_\_\_\_\_\_)

(\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

(\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

Dear (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) ,

I (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) am a tenant at (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) . I am writing because I have been subjected to retaliation for exercising my rights under the law.

The reason for my concern is (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

California law makes clear that retaliation is prohibited. A landlord cannot increase rent, decrease housing services, terminate tenancy, attempt to recover possession, or threaten any of these, in retaliation for a tenant’s exercise of his or her rights. California Civil Code §1942.5.

In fact, such acts are presumed to be retaliatory if they occur within 180 days of me exercising my rights as a tenant. A landlord who engages in retaliatory acts may be liable for actual damages, punitive damages of not less than $100 nor more than $2,000 for each retaliatory act, and attorney’s fees. California Civil Code §1942.5(f).

I demand that you refrain from any further acts of retaliation.

Sincerely,

(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

**Enviado por correo postal – Se solicita un recibo de regreso**

(\_\_\_\_\_\_\_\_\_\_\_)

(\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

(\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

Estimado (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_),

Yo (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) soy inquiline en (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_). Le escribo porque usted ha tomado represalias en mi contra por haber afirmado mis derechos bajo la ley.

El motivo de mi preocupación es el siguiente

(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

La ley de California dice claramente que la represalia es prohibida. Un propietario no puede aumentarle la renta, quitar servicios de vivienda, terminar el arrendamiento, intentar de recuperar posesión, ni amenazar ninguno de estos, como represalia después de que un inquiline afirma sus derechos. Código civil de California §1942.5.

De hecho, se asume que dichas acciones en represalia si pasan dentro de 180 días de yo haberle afirmado sus derechos como inquiline. Un propietario que se involucra en acciones en represalia puede ser responsables por danos y perjuicios entre $100 y $2,000 para cada acción tomada en represalia y los cargos de un abogade. Código civil de California §1942.5(f).

Yo le exijo que se abstenga de acciones en represalia en el futuro.

Atentamente,

(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)