

Introduced by \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**AN UNCODIFIED ORDINANCE OF THE CITY OF PASADENA PROTECTING QUALIFYING INCOME ELIGIBLE TENANTS DIRECTLY FINANCIALLY IMPACTED 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 its surrounding communities (“Eaton Fire”); and

**WHEREAS**, on January 8, 2025, in response to the Eaton Fire, the City Manager of the City of Pasadena (“City”) declared a Local Emergency; and

**WHEREAS**, on January 13, 2025, the Pasadena City Council (“City Council”) ratified the Declaration of Local Emergency; and

**WHEREAS**, the Eaton Fire burned more than 14,000 acres, destroyed approximately 9,400 structures, damaged over 1,000 structures, claimed 17 lives, and affected thousands of residents throughout the region, displacing numerous individuals from their homes; and

**WHEREAS**, the majority of the City’s residents are tenants; and

**WHEREAS**, displaced households within the City and nearby communities add pressure to the rental housing market, and it is critical that the City protect residents from eviction and displacement; and

**WHEREAS**, the tenants most in danger of eviction for nonpayment of rent in the wake of the Eaton Fire are those least able to weather the impact of job loss or reduction in income; and

**WHEREAS**, employees of businesses destroyed by the Eaton Fire, or those employed in homes destroyed by the Eaton Fire - including but not limited to, in-home childcare providers, housekeepers, landscapers, and home health aides/nurses, such as those providing dementia care - have lost part or all of their income; and

**WHEREAS**, the most common basis for eviction is nonpayment of rent; and

**WHEREAS**, the just cause eviction protections of Article XVIII of the City’s Charter, the Pasadena Fair and Equitable Housing Amendment (“Article XVIII”) do not

extend to nonpayment of rent in the wake of a windstorm and fire event like the Eaton Fire, and do not apply to all residential rental units within the City, as there are exemptions which place some tenants beyond the reach of Article XVIII; and

**WHEREAS**, Section 1820 of Article XVIII expressly reserves the power of City Council to “enact complimentary or non-conflicting ordinances or take other such actions within its powers, where such ordinances or actions are designed to comply with or further the terms and purposes of [the] Article.”; and

**WHEREAS**, part of the stated purpose of Article XVIII is to “promote neighborhood and community stability, healthy housing, and affordability for renters in Pasadena”; and

**WHEREAS**, on March 3, 2025, the Pasadena Rental Housing Board recommended that the City Council create an affirmative defense to eviction for tenants unable to pay rent due to the Eaton Fire; and

**WHEREAS**, on March 3, 2025, City Council directed staff to return with a draft affirmative defense to eviction for tenants unable to pay rent due to the Eaton Fire; and

**WHEREAS**, this Ordinance establishes a temporary, affirmative defense to an eviction proceeding or other action to recover possession of real property, and is therefore not a “general penal ordinance” as defined in Section 510 of the Pasadena City Charter, as it neither proscribes any activity nor sets punishment therefor; and

**WHEREAS**, protecting the City’s most vulnerable tenants in the wake of the Eaton Fire helps preserve the public health, order, and safety.

**NOW, THEREFORE**, The People of the City of Pasadena ordain as follows:

**SECTION 1.** This Ordinance, due to its length and corresponding cost of publication will be published by title and summary as permitted by Section 508 of the Pasadena City Charter. The approved summary of this Ordinance is as follows:

**“Summary**

Ordinance No. \_\_\_\_\_, an uncodified ordinance, establishes a temporary, affirmative defense to eviction for non-payment of rent for income-eligible residential tenants who can prove a direct, financial impact from the Eaton Fire.

Ordinance No. \_\_\_\_\_ shall take effect upon publication.”

**SECTION 2.** The above recitals are true and correct and are a substantive part of this Ordinance.

**SECTION 3. Definitions**

For the purpose of this Ordinance, certain words and phrases are defined in this section, unless it is apparent from the context that a different meaning is intended:

A. "Direct" means either:

1. Qualifying Tenant's place of employment or business was destroyed or rendered uninhabitable due to the Eaton Fire and resulted in actual loss of wages;
2. The economic impact of the Eaton Fire resulted in the layoff, reduction of work hours, or reduction in pay of the Qualifying Tenant by his or her employer; or
3. A loss of the Qualifying Tenant's clients who were located in the Eaton Fire impacted areas resulting in a loss of income to the Qualifying Tenant.

B. "Financial Impact" means a Qualifying Tenant's loss of at least ten percent (10%) of their average monthly household income immediately preceding January 7, 2025, as may be established by pay stubs, payment receipts, letters from employers, or other evidence from the three months before January 2025. Income replaced through unemployment insurance, emergency benefits, or any other source shall be considered when calculating a Qualifying Tenant's Financial Impact.

C. "Landlord" means an owner of real property for residential rental purposes.

D. "Protection Time Period" means the time period between January 15, 2025, through July 31, 2025, as may be revised, renewed, or repealed by City Council, during which a Qualifying Tenant is unable to pay rent due to Direct Financial Impacts related to the Eaton Fire.

E. "Qualifying Tenant" means a residential tenant who resides in a rental unit or rents a mobilehome from a mobilehome owner (collectively, "rental unit") who must:

1. Have resided in their rental unit since before January 7, 2025;
2. Be "Income Eligible," which means their 2024 household income was equal to or less than 150 percent of the Area Median Income as established pursuant to Section 8 of the United States Housing Act of

1937, or as otherwise defined in California Health and Safety Code section 50079.5; and

3. Have begun "Income Replacement Efforts," which means:
  - a. Enrolling in or applying for a relief program for the Eaton Fire;
  - b. Applying for unemployment benefits or other qualifying income assistance program; or
  - c. Actively seeking employment, including visiting or otherwise consulting with the Pasadena Community Job Center.

F. "Rent" or "Rental Debt" means and includes rent and any late charges, interest, or other fees owed for occupancy of rental unit.

G. "Repayment Time Period" means the twelve (12) months following the expiration or termination of the Protection Time Period, in which a Qualifying Tenant must repay Rental Debt accrued during the Protection Time Period.

#### **SECTION 4. Tenant Protections**

**A. Nonpayment of Rent.** During the Protection Time Period and the Repayment Time Period, a Qualifying Tenant may assert an affirmative defense to an unlawful detainer action for nonpayment of Rent accrued during the Protection Time Period if the Qualifying Tenant:

1. Self-certifies in writing, under penalty of perjury, that they are unable to pay Rent due to Direct Financial Impacts related to the Eaton Fire, that they are Income Eligible, and that they have begun Income Replacement Efforts; and
2. Provides the aforementioned self-certification to the Landlord, or Landlord's agent, within seven (7) days of each month their Rent is due, or within fourteen (14) days after this Ordinance going into effect for Rent due for the months of February 2025 and March 2025.

The Rent Stabilization Department will provide a self-certification form for optional use.

#### **B. Repayment of Rent.**

1. Repayment Time Period. Nothing in this Ordinance shall be construed as forgiving or relieving a Qualifying Tenant of their obligation to pay Rent.

A Qualifying Tenant who was unable to pay Rent during the Protection Time Period, shall have up to twelve (12) months after the termination of the Protection Time Period to repay such Rental Debt.

2. Partial Payments and Payment Plans. Qualifying Tenants and Landlords are encouraged to agree on a payment plan during the Protection Time Period, and nothing herein shall be construed to prevent a Landlord from requesting and accepting partial Rent payments, or a Qualifying Tenant from making such payments, if the Qualifying Tenant is financially able to do so.

3. Failure to Pay Back Rent Not Ground for Eviction. A Qualifying Tenant may assert an affirmative defense to an unlawful detainer action brought on the ground of inability to pay back unpaid Rent during the Protection Time Period, under the terms of a payment plan, or during the Repayment Time Period. Any term in a payment plan that allows eviction due to the Qualifying Tenant's failure to comply with the terms of the payment plan is void as contrary to public policy.

4. Application of Rental Payment. A Qualifying Tenant may assert an affirmative defense to an unlawful detainer action brought on the ground of inability to pay Rent during the Protection Time Period or the Repayment Time Period if a Landlord applies a rental payment to any Rental Debt other than to the prospective month's Rent, or such other month's Rent or Rental Debt that the Qualifying Tenant specifies, unless the Qualifying Tenant has agreed in writing to allow the payment to be otherwise applied. Nothing in this Ordinance shall be construed as preventing a Landlord from applying aid, such as Eaton Fire aid or governmental Rent relief payments made on behalf of Qualifying Tenants, to a Qualifying Tenant's Rental Debt accrued during the Protection Time Period.

## **SECTION 5. Remedies**

**A. Affirmative Defense.** Any protections provided under this Ordinance shall constitute an affirmative defense for a Qualifying Tenant in any unlawful detainer action brought pursuant to California Code of Civil Procedure section 1161, as amended, or

Section 1806(a)(1) of Article XVIII, as applicable, and any other civil action seeking possession of a residential rental unit based on nonpayment during the Protection Time Period and the Repayment Time Period, or seeking repayment of Rental Debt during the Protection Time Period and the Repayment Time Period. The Qualifying Tenant shall have the burden to prove the factual basis of their affirmative defense, including the timeliness and merit of any self-certification of a Direct Financial Impact related to the Eaton Fire made pursuant to this Ordinance. Nothing in this Ordinance shall be construed to preclude a Landlord from filing an unlawful detainer action if a self-certification is untimely or if the Landlord reasonably believes that a Qualifying Tenant's self-certification is materially false, incorrect, or fraudulent. Said affirmative defenses shall survive the termination or expiration of this Ordinance.

**B. Nonexclusive Remedies and Penalties.** The remedies provided in this Ordinance are not exclusive, and nothing in this Ordinance shall preclude a Qualifying Tenant from seeking any other remedies or penalties available at law or in equity.

**SECTION 6. Relation to Other Laws**

This Ordinance shall not be read in any way to (a) adversely affect and/or abrogate the rights of tenants under Article XVIII or state laws related to eviction; and/or (b) prohibit terminations of tenancy for just cause, as defined in Article XVIII and state law, respectively.

**SECTION 7. Waiver Void.**

Any waiver of rights under this Ordinance shall be void as contrary to public policy.

**SECTION 8.** The City Council hereby declares that, should any section, subsection paragraph, sentence, phrase, term or word of this Ordinance, hereby adopted, be declared for any reason to be unconstitutional or invalid, it is the intent of the City Council that it would have adopted all other portions of this Ordinance irrespective of any such portion declared invalid.

**SECTION 9.** The City Clerk shall certify the adoption of this Ordinance and shall cause this Ordinance to be published by title and summary.

**SECTION 10.** This Ordinance shall take effect upon publication. Except as otherwise indicated, all provisions stated herein shall apply commencing January 15, 2025, and shall remain in effect until July 31, 2025, unless extended or repealed by City Council.

Signed and approved this \_\_\_ day of March, 2025.

\_\_\_\_\_  
Jessica Rivas  
Vice Mayor of the City of Pasadena

I HEREBY CERTIFY that the foregoing ordinance was adopted by the City Council of the City of Pasadena at its meeting held this \_\_\_ day of \_\_\_\_\_, 2025, by the following vote:

AYES:

NOES:


ABSENT:

ABSTAIN:

Date Published:

\_\_\_\_\_  
Mark Jomsky, CMC  
City Clerk

Approved as to form:

  
\_\_\_\_\_  
Michele Beal Bagneris  
City Attorney / City Prosecutor