



COMMUNITY  
LEGAL SERVICES  
IN EAST PALO ALTO

[date]

[landlord name]  
[landlord address]

**RE: [tenant name, address]**

Dear [landlord],

I am writing to you on behalf of [tenant name], your tenant at [address]. The purpose of this letter is to inform you that the 60-Day Notice of Termination of Tenancy dated [insert date of notice] (the “Notice”) is invalid and will not support an eviction action against [tenant].

Your decision to evict [tenant] is legally invalid for several reasons, all of which relate to the passage of the Tenant Protection Act of 2019 (Assembly Bill 1482) on September 11, 2019 (hereinafter “AB 1482”). AB 1482 amends the California Civil Code to require that a landlord state and prove a qualifying “good cause” in order to terminate a tenancy such as [tenant’s], in addition to imposing a statewide cap on most rent increases. On the day of passage, California Governor Gavin Newsom announced that these “anti-gouging and eviction protections will help families afford to keep a roof over their heads, and they will provide California with important new tools to combat our state’s broader housing and affordability crisis.” Governor Newsom signed the bill into law on October 8, 2019.

The first reason that the Notice is invalid is that it fails to comply with Redwood City Ordinance No. xxxx adopted by the City Council on [date] (hereinafter “the Urgency Ordinance”). The City Council approved this ordinance specifically to address situations like [tenant’s], where a landlord issued a no-cause termination notice in an attempt to evict a tenant in the aftermath of AB 1482’s passage. The Urgency Ordinance immediately imposes in Redwood City the same just cause eviction protections established within AB 1482. Specifically, the Urgency Ordinance requires that for any tenant who has resided in a rental unit for at least 12 months, “the owner of the residential real property shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate tenancy.” [citation] This new law became effective immediately on [date of passage]. [citation]

Redwood City’s Urgency Ordinance applies to any eviction notices pending on [date of passage] because those tenancies had not yet been terminated. California law is clear that issuing an eviction notice does not terminate a tenancy. Rather, a tenancy is terminated only when the period of time provided in the eviction notice expires. *Nicolaysen v. Pacific Home*, 65 Cal. App. 2d 769, 773 (1944) (“The tenancy is not terminated upon the giving of the notice but upon the expiration of the period therein specified.”) This is because the eviction notice is simply “notice to the other of that party’s *intention* to terminate . . .” Cal. Civil Code Sec. 1946 (emphasis added). A tenancy could not be terminated before the notice expires because “the

rent shall be due and payable to and including the date of termination.” *Id.* Therefore, the no-cause Notice that you issued on [date], which had not yet expired when the Urgency Ordinance took effect on [date], is invalid and cannot form the basis of an unlawful detainer complaint. *See Kwok v. Bergren, 130 Cal.App.3d 596, 600 (1982).*

Second, your decision to terminate [tenant’s] tenancy without just cause violates AB 1482 directly. The just cause provisions of AB 1482, codified at Civil Code Section 1946.2, apply to any eviction notices currently pending because the California Legislature intended the law’s protections to take effect immediately. In general, new laws that only impact procedural rules set out in statute apply to pending actions upon enactment. *Brenton v. Metabolife Internat., Inc.* (2004) 116 Cal.App.4th 679, 689; *Thorpe v. Housing Authority of Durham* (1969) 393 U.S. 268, 283. Your right to evict was based entirely on a statute that the California Legislature has now amended, requiring the invalidation of the pending Notice. *See Alaei v. Rockstar, Inc., 224 F. Supp. 3d 992, 998-99 (S.D. Cal. 2016).*

Third, your decision to evict [tenant] without cause violates California’s Unfair Competition Law, Business and Professions Code Section 17200 *et seq.* The Unfair Competition Law prohibits any “unlawful, unfair or fraudulent business act or practice,” as well as any act specifically prohibited under Business and Professions Code section 17200 *et seq.* *Committee on Children’s Television, Inc. v. General Foods Corp.*, 35 Cal. 3d 197, 209 (1983). It would be unlawful for you to insist on terminating [tenant’s] tenancy because the just cause protections of the local Urgency Ordinance as well as AB 1482 are currently in effect and the Notice fails to comply with the new rules. Moreover, even to the extent that the just cause provisions of AB 1482 do not take effect until January 1, 2020 – which we do not concede – the timing of your decision to terminate [tenant’s] tenancy shortly after the passage of AB 1482 demonstrates an apparent attempt to contravene the intended protections of this new state law. By deciding to evict [tenant] without stating good cause immediately after the passage of new state legislation forbidding this exact action, you have engaged in an unlawful and unfair business practice within the meaning of the Unfair Competition Law.

As set forth above, your decision to terminate [tenant’s] tenancy without cause violates state and local law. As such, it is unenforceable and [tenant] need not vacate by [date] as demanded in the Notice. [Tenant] plans to exercise her right to remain in her home at this time.

We demand that you withdraw the Notice in writing no later than [date] to confirm that you no longer seek to evict [tenant]. If you fail to withdraw the Notice in writing by [date], then we will deem it withdrawn in acquiescence to the arguments herein. If you seek to enforce your decision to evict [tenant], she is determined to consider all available legal remedies and will vigorously assert her rights in court.

You may reach me at [email] or [phone]. Thank you in advance for your cooperation in this matter.

Sincerely,

[Attorney name]  
[Title]