



**COMMUNITY  
LEGAL SERVICES**  
IN EAST PALO ALTO

[DATE]

[ADDRESS]

Dear [LANDLORD OR OPPOSING COUNSEL]:

I write on behalf of [TENANT NAME], your tenants at [ADDRESS OF RENTAL UNIT] (the "Property"). You recently served an eviction notice on your tenants dated [DATE ON NOTICE] ("Notice"), claiming that you plan to remodel their unit and that they must move out. The purpose of this letter is to request additional information about the Notice in order to determine if it is valid.

California's new Tenant Protection Act has specific requirements for an owner demolishing or substantially remodeling a property. Failure to abide by these requirements will result in a fraudulent eviction. Our office has filed and litigated multiple lawsuits in the past several years on behalf of tenants who were evicted via a fraudulent and wrongful "owner move-in" eviction. A recent case settled for \$50,000 paid to the tenants who were evicted fraudulently.

In order to lawfully evict a tenant under California Civil Code Section 1946.2(b)(2)(D), the owner must intend to demolish or substantially remodel. "Substantially remodel" means:

the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial rehabilitation.

California Civil Code § 1946.2(b)(2)(D)(ii).

This means that you must plan to replace or substantially modify something in the unit in a way that requires a permit, or else you must be addressing hazardous materials in the unit. In both cases, it must not be possible to do the work in a safe manner with your tenants in the unit and it will take more than 30 days to do the work. If the work you plan does not meet these requirements, you will be fraudulently evicting your tenants and they will be entitled to sue you for damages and injunctive relief.

For these reasons, it is important to ensure that you intend to demolish or substantially remodel the unit as defined by statute. Therefore, on behalf of [TENANT], we ask that you provide the following documentation by no later than [DATE]:

1. Specific information about the remodeling work that will be done, including the type of work, the length of time it is expected to take, and why the work cannot be performed with the tenant in place.
2. Permits for demolition or remodeling work.
3. Architectural drawings for remodeling work.
4. Contractor work plans or bids (redacted so as not to reveal financial figures) for demolition or remodeling.
5. Invoices, work orders and/or receipts for purchase of fixtures or other products to be used in a remodel or rental equipment to be used in a remodel or demolition.

All of this information will be discoverable in an unlawful detainer and wrongful eviction lawsuit and the information is relevant to your compliance with the California Tenant Protection Act. We are prepared to uphold the Tenant Protection Act, but we hope that by providing this information we can avoid litigation and our clients can avoid needless and harmful disruption to their lives.

Our clients desire to continue paying their rent and remain living in the rental unit. If you agree to rescind the eviction notice, they propose to begin paying the maximum allowable rent under the Tenant Protection Act effective [FUTURE DATE]. They will also agree not to pursue any legal action against you related to the eviction notice.

[OPTIONAL SECTION TO START NEGOTIATIONS:] On the other hand, if you provide us with satisfactory evidence of a pending demolition or substantial remodel, and it appears that the evidence might support a claim that our clients are required to vacate for more than 30 days to ensure their safety, our clients would be willing to negotiate a move-out deal. In that case, they would offer to move out by [FUTURE DATE] with a waiver of the final [X] months of rent [OR ADDITIONAL RELOCATION PAYMENT, ETC] [DISCUSS LOCAL RELOCATION ORDINANCE HERE IF APPLICABLE] These waivers of rent will ensure their ability to afford security deposit and first and last month's rent in new housing. In this case, our clients would not waive claims for fraudulent or wrongful eviction.

I look forward to receiving information from you demonstrating your intentions and construction plans. As always, please reach out with any questions or concerns. I appreciate your prompt attention and consideration.

Sincerely,