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STATE LAW PROTECTIONS FROM RENT HIKES:

**Advocacy Strategies for
Protecting California Tenants
living with vouchers or other
subsidies**

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Introduction

Advocates are all too familiar with California's ongoing housing crisis and skyrocketing rents. Families struggle to keep a roof over their heads, even those that live in subsidized or rent-restricted housing. Eviction leads inevitably to houselessness for families displaced by unaffordable rents. Indeed, a vast majority of evictions in CA are due to nonpayment of rent.¹

Many advocates have questions about the application of state law to tenancies assisted through federal, state or local programs, and how to assess when state rent cap protections can be used to defend against rent increases. This toolkit is meant to assist advocates reviewing rent increases for tenants with housing vouchers or for those living in subsidized or rent-restricted housing, and provide guidance for determining whether other state laws limiting rent increases apply.

¹ See, e.g., Liam Dillon, et. al., "Over 40,000 eviction notices have gone out in L.A. this year, many to upscale apartments," L.A. Times (Sept. 7, 2023), available at <https://www.latimes.com/california/story/2023-09-07/over-40-000-eviction-notices-have-gone-out-in-la-this-year-many-to-upscale-apartments> (analysis of notices to quit filed with L.A. City find that 96% were issued for nonpayment of rent).

The toolkit focuses on the application of two state laws that limit rent increases, the **Tenant Protection Act of 2019** and **Penal Code section 396**. As discussed further below, advocates assessing the legality of a rent increase should also look to federal laws that may limit rent increases for tenants with federal housing subsidies, and local rent control laws that prohibit rent increases in certain jurisdictions.

If you are working with a tenant living in subsidized housing, it can be challenging to figure out which rules apply. You can start by looking at the lease, and visit <https://preservationdatabase.org/> to look up the property address. For more information about housing subsidy programs with their own rent limitations, visit: www.nhlp.org/resource-center/.



State Law Protections from Rent Hikes

Tenant Protection Act

In 2019, the Legislature passed the Tenant Protection Act of 2019 (TPA), also known as Assembly Bill 1482. In addition to creating “just cause” protections that limit evictions for most tenants who have been living in their units for at least a year², the TPA caps rent increases for most California tenants. Under the law, landlords cannot raise rent annually more than 5% plus the percentage change in the cost of living³, or 10%, whichever is lower.⁴ The TPA exempts several types of properties from its rent control provisions, namely:⁵

- dormitories,
- housing subject to a more protective local rent cap,
- housing issued a certificate of occupancy within the last 15 years,
- single family homes that are not owned by specified types of corporate entities⁶, and
- duplexes where the owner uses one unit as their primary residence⁴

Advocates should look carefully at the statutory language to assess potential applications of these exceptions. This memo focuses on the law’s exemption for certain types of subsidized housing, the scope of which has been the subject of much discussion and debate.

² Civ. Code §1946.2. All statutory references are to the Civil Code unless otherwise specified.

³ This is not a uniform rate across the state of California. Instead, the cost of living is linked to the metropolitan area where the unit is located. See <https://www.dir.ca.gov/oprl/capriceindex.htm> for an updated list of the allowable percentage increases each year for various regions in California. You can also visit <https://tenantprotections.org/calculator> to calculate allowable rent increases.

⁴ §1947.12(a)(1).

⁵ §1947.12(d).

⁶ In order to assert the single family home exemption, the property owner must provide notice as specified in the statute. §1947.12(d)(5)(B).

The TPA exemption for deed-restricted housing, Civil Code §1947.12(d)(1)

In addition to the exemptions described above, the TPA rent cap protections exempt tenancies covered by the Low-Income Housing Tax Credit (“LIHTC”), Public Housing, Project-Based Section 8 (“PBS8”) or Project-Based Voucher (“PBV”) programs. The statute specifically exempts:

Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.⁷

The first part of the exemption refers to affordable housing that is restricted by a deed, regulatory agreement contained in an agreement with a government agency, or other recorded documents. The most common types of affordable housing subject to a recorded document include the LIHTC program, which requires a recorded regulatory agreement memorializing affordability restrictions, and public housing, which requires deeds with restrictive language. Both programs restrict the amount of rent that can be charged.

⁷ §1947.12(d)(1).

The second part of the provision refers to housing “subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.” This language, particularly the words “housing subsidies for affordable housing,” more closely mirrors the structure of the Project Based Section 8 and Project Based Voucher programs. These programs involve agreements which provide federal funds to housing providers to rent specific apartments and other housing units at affordable rates, but do not require deed restrictions or other recorded documents. The affordability restrictions in these project-based subsidies are tied to specific units, allowing any tenants that reside in those units to pay rent set at 30% of their income, so long as those tenants meet program requirements and remain in the unit. Again, these programs limit the rent that can be charged for these units.

Under this exemption, tenants in housing units or properties as described above would be exempt from the TPA rent cap protections. However, these programs have their own rent calculations and protections. Advocates should familiarize themselves with the specific requirements of the program or programs that apply to your client’s housing. Please visit <https://www.nhlp.org/resource-center/> for more information about federal subsidy program rules and regulations.



TPA Application to Tenant Based Vouchers

Despite initial confusion when the law was first passed, the Tenant Protection Act applies to recipients of Section 8 Housing Choice Vouchers and other similar tenant-based vouchers that tenants use to rent market-rate housing. The California Attorney General⁸ and the Civil Rights Department⁹ have both published materials recognizing that the subsidized housing exemption to the TPA does not apply to tenant-based vouchers. Further, HUD sent a letter to California PHAs reminding them of their responsibility to apply state and local rent control law pursuant to federal regulations, 24 CFR part 982.509.¹⁰

Unlike the programs that are exempt, tenant-based vouchers provide tenant-based assistance (as opposed to unit-based assistance) and do not fall under the definitions utilized in Civil Code §1947.12(d)(1). Tenant-based vouchers utilize an “agreement” between the Public Housing Authority and the landlord, which is known as a Housing Assistance Payments contract. However, the contract is not an agreement that provides a subsidy to the landlord for “affordable housing.” Unlike with the project-based programs, a landlord entering into an agreement for a tenant-based voucher program is not agreeing to provide below market rate rents and receive a subsidy in exchange for doing so. Rather, the landlord is agreeing to rent the unit to the voucher recipient at a market rent determined by the landlord—the same rent that would be charged to a tenant without a voucher. The contract obligates the landlord to receive a payment from the Housing Authority on behalf of the tenant to pay a portion of the unsubsidized market rent. Thus, the agreement is not an agreement providing for “affordable housing,” since the rent charged by the landlord is not affordable to the voucher holder.

Moreover, tenant-based vouchers are tenant-based and do not attach to a specific unit of housing. Instead, the assistance attaches to a tenant and the vouchers allow tenants to afford market rate rents by combining their rent portion with the portion paid by the Housing Authority. As such, there is no recorded document restricting the housing to low-income families.

⁸ California Attorney General, COVID-19 Consumer Information and Resources: Tenants, <https://oag.ca.gov/consumers/general/landlord-tenant-issues#just-cause>; Office of the Attorney General, Application of California’s Tenant Protection Act to Recipients of Section 8 Housing Choice Vouchers (June 29, 2023).

⁹ California Civil Rights Department, et.al, Know Your Housing Rights (Sept. 2022), https://calcivilrights.ca.gov/wp-content/uploads/sites/32/2022/09/Know-Your-Housing-Rights_Fact-Sheet_ENG.pdf.

Confirm That Other Exemptions do Not Apply to the Voucher Tenancy

While the exemption per Civil Code §1947.12(d)(1) does not apply to rent increases for tenancies covered by a tenant-based voucher program based on that fact alone, advocates should determine if any other exemption applies to the tenancy. If any other TPA exemption applies to the tenancy - for example, the housing was issued a certificate of occupancy within the previous 15 years¹¹ - the voucher tenant would be exempt from the TPA rent cap protections. In addition, the exemption per Civil Code §1947.12(d)(1) only applies to an increase in rent initiated by the landlord, not to a change in tenant portion that the Housing Authority imposes due to program requirements, such as a change in eligibility, household composition or income.



When analyzing a rent increase received by a tenant with a subsidy, an advocate should determine whether the change in rent is due to the landlord raising the total rent charged for the unit, or if the change in rent is due to the housing authority recalculating the tenant's portion of the rent, even though the landlord has not requested a change in the total rent. The Housing Authority could adjust the tenant's portion of the rent in several situations. For example, the tenant's portion of the rent can increase (or decrease) because of a change in the composition of their household, such as the addition of a family member, or due to a change in the household's income. These rent increases typically occur after a household has undergone a recertification process, which a housing authority often conducts on an annual basis to ensure that the household still qualifies for the subsidy. **These types of rent increases, where the landlord is not requesting a change to the overall rent, are not covered by the TPA.**

¹⁰ "HUD, Letter from Principal Deputy Assistance Secretary Monocchio to California Public Housing Agencies regarding the Tenant Protection Act of 2019 (Feb. 2024)."

¹¹ Civ. Code §1947.12(d)(4).

Enforcement and Advocacy Tips when an Illegal Voucher Rent Increase is Identified

There are multiple ways of assisting voucher tenants with rent increases that violate the TPA. First, the advocate should confirm that the landlord-issued rent increase has been approved by the relevant housing authority. Second, the advocate should send demand letters to the landlord and the housing authority informing them that the noticed rent increase is invalid because it was issued in violation of the TPA. Almost without fail, a landlord will refuse to rescind the illegal rent increase if it was approved by the housing authority. While this does not relieve a landlord of liability for the illegal rent increase, advocacy with the housing authority is an important part of an effective advocacy strategy. Housing authorities that approve unlawful rent increases are causing harm to individual tenants, who may have to pay a higher rent share due to the increase, and harm to the program as a whole. Housing authorities that ignore the TPA rent cap will end up diverting more program funding to cover these unlawful rent increases, reducing the availability of vouchers for other eligible tenants.

Advocacy with the housing authority may also lead to faster results that impact a large number of tenants. Advocacy for an individual tenant can be paired with systemic advocacy including pushing for the housing authority to include TPA compliance in the Administrative Plan and conducting outreach and education to landlords about TPA compliance.

If the housing authority and the landlord refuse to comply with a demand letter, there are multiple litigation options available. The advocate will need to decide how much to focus any enforcement of the TPA on the landlord versus the housing authority. This decision requires consideration of multiple factors including how large the landlord is and whether the landlord has other problematic practices that could be addressed in litigation.

If the landlord is the main target of litigation, the tenant can file a complaint against the landlord in superior court. Under a new enforcement provision added by Senate Bill 567, effective April 1, 2024, violators of the TPA can be liable for damages, including punitive damages and attorneys' fees. Government attorneys may also obtain injunctive relief against landlords that do not comply. Violation of the TPA can also be addressed by private parties using the Unfair Business Practices Act, Business and Professions Code section 17200. This law provides for restitution (i.e. return of rent overpayments) and injunctive relief (i.e. an order to stop unlawful rent increases). Depending on the fact pattern, other tort and contract-based claims may also be available to enforce the TPA. Naming the housing authority as a party may be beneficial strategically but is not necessarily required.

Alternatively, if the housing authority is the main target of litigation, the advocate can file a combined section 1094.5 and 1085 writ against the housing authority in superior court and name the landlord as a real party in interest. This mechanism allows the tenant to address the illegal rent increases in their case while also challenging the housing authority's policy, or lack of policy, regarding the TPA. For more information about writs, please visit <https://laaonline.org/wp-content/uploads/Writ-of-Mandate-Outline.pdf>.

See the Appendix for a sample demand letter.



Penal Code section 396 - Price Gouging

For properties exempt from the TPA and where no other protections apply, Penal Code section 396, California's anti-price gouging statute, may provide relief where the tenant lives in an area that is subject to an emergency declaration.¹² While criminal statutes are generally enforced by government attorneys, the Penal Code can be used to defend against an unfair rent increase or as the basis for an affirmative unfair competition claim against a landlord. The Unfair Competition Law creates a cause of action against entities that violate other laws that do not include their own private right of action. By creating a vehicle to enforce practices that violate other laws, the Unfair Competition Law allows advocates to sue landlords for criminal code violations. Since Penal Code section 396 outlaws rent increases of over 10% during a state of emergency, a rent increase exceeding this limit can be the basis for a Unfair Competition claim or an unlawful detainer defense.

¹² You can look up current emergency declarations on the Office of Emergency Services website: <https://www.caloes.ca.gov/office-of-the-director/policy-administration/legal-affairs/emergency-proclamations/> However be aware that the Office of Emergency Services' chart regarding when various price gouging protections apply should not be relied upon.



Price gouging protections for tenants

Several subsections of Penal Code section 396 apply to rent increases. Subsection (b) provides that “[u]pon the proclamation of a state of emergency... and for a period of 30 days following that proclamation or declaration, it is unlawful for a person, contractor, business, or other entity to sell or offer to sell any consumer food items or goods, housing,...for a price of more than 10 percent greater than the price charged by that person for those goods or services immediately prior to the proclamation or declaration of emergency.” Housing is defined in subsection (j)(10) of the statute to mean “any” rental housing with an initial lease term of not more than one year, including but not limited to mobile home spaces. Thus Penal Code §396(b) prohibits rent increases of more than 10% for tenants based on pre-emergency rents.

Penal Code section § 396(e) was added to the statute in 2018 to provide more comprehensive coverage for rent gouging in response to landlords raising the rent on vacant units after the Sonoma fires in 2017.

Other subsections of 396 restrict price increases for specified periods of 30 or 180 days following the proclamation or declaration of an emergency, although those periods may be extended under subsection (g). However, subsection (e) prohibitions remain in effect “for a period of 30 days following that proclamation or declaration, *or any period the proclamation or declaration is extended by the applicable authority*” (emphasis added).

Penal Code section 396(e) provides protections to tenants for the duration of a declared emergency

The timing language in subsection (e) of Penal Code section 396 makes it clear that protections for renters are intended to extend for the duration of the emergency period, rather than ending after 30 days unless extended. The legislative history does not explicitly discuss the distinct timing language, however it is logical for rental price gouging protections to extend for a longer period than those for other consumer goods given that rent is charged on a monthly basis. A protection that only lasts for 30 days would only protect from one rent gouging charge, whereas other consumer goods, such as medical supplies, may be purchased on an ongoing or daily basis.

The Legislative Counsel's Digest for the 2018 amendments is also instructive. It states that the bill makes it a misdemeanor to increase rental prices to an existing or prospective tenant by more than 10% upon the proclamation or declaration of an emergency and that "[t]he bill would extend the prohibition with regards to housing *for any period that the proclamation or declaration is extended.*"¹³

Legislative Counsel's interpretation is consistent with the statutory language, and suggests that application of section 396(e) turns on whether California is still in state of emergency, not whether the Governor or authorized official or entity extended protections under section 396 (g). Otherwise the difference in language between 396(e) and the other subsections is rendered meaningless.

¹³ 2018 Cal. Legis. Serv. Ch. 631 (A.B. 1919) (emphasis added).

Section 396(e)'s statement that the protection lasts for "any period the proclamation or declaration is extended by the applicable authority" is most logically read to mean that the protection lasts while the "proclamation or declaration" of a state of emergency is extended; it lasts as long as the emergency lasts.

Interpreting Penal Code section 396(e) as extending for the entire period of the emergency is consistent with the language of the Emergency Services Act, which the Governor invoked when he declared a state of emergency due to COVID-19 on March 4, 2020. The Act establishes a statewide emergency when there are "natural, manmade, or war-caused emergencies that result in conditions of disaster or in extreme peril to life, property."¹⁴ Under subdivision (b) of Government Code section 8558, a state of emergency occurs when there is a natural disaster such as a fire, flood or storm but also exists when there is an epidemic.

Once the Governor proclaims a state of emergency, "the state of emergency shall terminate when the state of emergency has been terminated by proclamation of the Governor or by concurrent resolution of the Legislature declaring it at an end."¹⁵ Read together, Government Code § 8629 and Penal Code § 396(e) can be understood to mean that rent gouging protections remain in effect until the Governor or Legislature has terminated the state of emergency. Until that time, the state of emergency continues and Penal Code § 396(e) forbids rent gouging. Where a landlord seeks to impose a rent increase exceeding 10%, advocates should check to see if there is a current state of emergency that would trigger these price gouging protections even if no other rent cap protections apply.

¹⁴ Gov't Code § 8550.

¹⁵ Gov't Code § 8629

Notice requirements

Where no other rent cap protections apply, advocates assisting tenants facing a rent increase should examine whether there are any procedural defenses available. In addition to supplemental notice requirements that may be required by local laws or subsidy rules, Civil Code section 827 was recently amended to require 90 days' notice for rent increases greater than 10%.¹⁶ To the extent that the rent increases exceed that limit and the landlord failed to give adequate notice, this is an independent basis for challenging the increases.

Local Protections

While the TPA rent cap protections provide a floor of protections, advocates should become familiar with any local laws that may provide more robust tenant protections. Local laws may provide stronger protections for tenants facing rent increases. Many cities limit rent increases to a fraction of the Consumer Price Index, resulting in much lower permissible rent increases for tenants.

In addition, many jurisdictions provide additional layers of protection for tenants benefitting from a voucher or subsidy. For example, a local rent control ordinance may impose a more strict rent cap on voucher tenancies, such as in the city of Los Angeles under its Los Angeles Rent Stabilization Ordinance. A local rent control ordinance may also impose a rent control cap on certain units that are exempt from the TPA, such as in LIHTC units. LIHTC tenants in unincorporated areas in the County of Los Angeles are protected by the County's Rent Stabilization and Tenant Protections Ordinance.¹⁷ For more information about local rent cap protections that may apply to the tenancy, visit your local jurisdiction's website or <https://www.tenantstogether.org/resources/list-rent-control-ordinances-city>.

¹⁶ § 827(b)(3)(A).

¹⁷ Los Angeles County Code § 8.52.040.

Hypotheticals

Hypothetical 1

Tom has lived in the same apartment complex for 30 years. Tom utilizes a housing choice voucher to subsidize his rent. He has received a notice of a rent increase from his landlord raising his rent up to the payment standard. The Housing Authority approved the rent increase. This will cause Tom's total rent to increase by 15%. Tom's rent portion will not increase and he will continue to pay only 30% of his income for rent. Tom lives in a city with no additional tenant rent protections. Is the rent increase proper?

Answer

No. Voucher tenants are covered by the TPA rent cap protections. Even though Tom's rent portion will not increase, the overall rent will increase by 15% which is above the maximum allowed under the TPA. Therefore the rent increase is improper. Even if the PHA approves the rent increase, Tom should make sure his rights under the TPA are recognized. This is important because even though Tom may not pay more per this rent increase, it may affect his portion of the rent if an additional rent increase is approved in the future.

Hypothetical 2

Alex lives in a subsidized Project-Based Section 8 unit. She recently received a 30 day rent increase notice from her landlord, stating that her rent will increase by 7% due to a change in her income. At this time, under the TPA, rent increases are capped at 6% annually in this jurisdiction. There are no additional local rent protections. Is the rent increase proper under the TPA?

Answer

While Alex's rent increase would violate the TPA because it is a larger increase than allowed under the TPA cap, the TPA does not apply to her tenancy. In this situation, the advocate should check to see if the rent increase is proper under the Project-Based Section 8 program rules. With a few exceptions, tenants in project-based section 8 properties pay 30% of the family's monthly income for rent. Rent increases are only authorized as a result of a change in a tenant's income. (24 C.F.R. § 5.628(a)(1); *Occupancy Requirements of Subsidized Multifamily Housing Programs* (4350.3), ¶ 5-3, 7-1.) As such, as long as Alex's rent increase is due to a change in income and she continues paying 30% of her income, the rent increase would be valid.

Hypotheticals

Hypothetical 3

A senior tenant asks you for help with a notice she received demanding a \$150 rent increase. The notice takes effect the following month and will increase her rent to \$900. She tells you she lives in a large building that is all senior housing, and that she has to recertify her income each year. She thinks that some of her neighbors pay more for rent. What do you need to do to determine whether the rent increase is legal?

Answer

- Check local laws to see if there is local rent control that may apply.
- Look at the lease and preservationdatabase.org to find out what subsidies may apply at the building. Any deed restrictions on the building will also be recorded, and available at the local recorder-assessor's office. Some jurisdictions keep deed records online, but for others you need to go in person to look at the documents. Remember that even if some units in the building are deed-restricted, the TPA still applies to units that are not deed-restricted. The existence of deed-restricted units in a building does not operate to exclude the entire building from the TPA.
- If there are no deed restrictions, and no local rent control, assess whether the TPA applies by reviewing the exceptions listed in Civil Code section 1947.12(d).
- If no other restrictions apply, check to see if there is a state of emergency in effect that may prohibit rent increases over 10% under Penal Code section 396(e).
- Absent any other protections, 10% rent increases require notice of at least 90 days under Civil Code section 827, so there is a procedural defense to improperly noticed increases.

Hypothetical 4

Residents of Shady Lakes mobilehome park receive rent increase notices ranging from \$50-\$350 dollars, or 11-35% of their rent. The residents own their mobilehomes, and the rent increases are for spaces they rent from the park owner. Shady Lakes is located in a rural community with no local protections, and none of the tenancies are subsidized. Is there anything the tenants can do to stop these?

Answer

Maybe. Check the Office of Emergency Services website to see if there is a current state of emergency for the area that may prohibit rent increases over 10%.

A Quick Guide



Below is a quick guide of items an advocate should consider when evaluating a rent increase for a tenant that lives in a subsidized unit or is using a housing voucher. This list is not exhaustive and should be used as a starting point. Where relevant there are practical tips on how to determine these threshold issues:

WHAT SUBSIDY RULES GOVERN THE TENANCY?

- Does the lease contain any terms or addenda about a subsidy program?
- How are rent increases approved/calculated under the subsidy program(s)?
- Are there recorded documents that reflect affordability restrictions attached to the property?
- Is there another subsidy that limits rent increases? (i.e. for tenant-based voucher tenants living in LIHTC housing, both programs' rules must be followed).
- If the subsidy program requires consideration of tenant income, was the tenant's income calculated correctly?

WHO IS THE RENT INCREASE NOTICE FROM? THE LANDLORD OR THE HOUSING AUTHORITY?

- For voucher tenants, the rent increase could come from the Housing Authority (because, for example, the household composition changes) or the landlord (who requests a rent increase).

ARE THERE LOCAL RENT PROTECTION LAWS?

DOES THE TPA APPLY TO THE TENANCY

- Is the tenant exempt under Civ. Code §1947.12(d) (1)?
- If the tenant is exempt under Civ. Code §1947.12(d) (1), do other exemptions or carve outs, per Civ. Code §1947.12, apply to this tenant?

IS THERE A STATE OF EMERGENCY IN EFFECT THAT WOULD TRIGGER PENAL CODE §396?

- If yes, no rent increases over 10% are permitted.
- Remember to check for federal, state, and local emergency declarations.

DID THE TENANT RECEIVE SUFFICIENT NOTICE OF THE RENT INCREASE?

- Under state law? (Civ. Code §827)
- Under the subsidized housing program requirements?
- Under any additional local notice requirements?

IF THE TPA APPLIES, WHAT IS THE TPA RENT INCREASE CAP IN THE JURISDICTION?

Appendix/Sample Documents

01

[Office of the Attorney General, Rob Bonta, to All Housing Authorities in California, “Application of California’s Tenant Protection Act to Recipients of Section 8 Housing Choice Vouchers” \(June 29, 2023\).](#)

02

[Sample Petition for Writ of Administrative Mandamus for Violation of Civil Code Section 1947.12 and Penal Code Section 396 against Public Housing Authority \(filed Feb. 19, 2021\).](#)

03

[Verified Complaint for Violations of Civil Code Section 1946.2 against Landlord.](#)

04

[Sample Complaint for Violations of Penal Code Section 396 \(Price Gouging\) and Unfair Competition Law against Landlord \(filed Feb. 24, 2021\).](#)

05

[Sample Demand Letter, California Rural Legal Assistance to Fresno Housing Authority October 19, 2023\).](#)

06

[Letter from Richard J. Monocchio, Principal Deputy Assistant Secretary, U.S. Department of Housing and Urban Development to all California Public Housing Agencies \(Feb. 9, 2024\)](#)

Acknowledgements

We thank you for your continued support in our efforts to strengthen and advocate for tenants' rights.

Please reach out if you have any questions or if you are planning to file affirmative litigation as this is a dynamic area of the law.

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