

## **Changes to Additional Services Fees for Section 8 Tenants Living in Properties Managed by Wasatch Property Management**

As a reminder, this case is about additional services fees for parking, in-unit washers and dryers, media packages, renters' insurance and other things that may have been charged for on top of rent. This case does not include charges for utilities like water or electricity.

In November 2022, Chief Judge Kimberly J. Mueller of the Eastern District of California ruled that Wasatch violated the Section 8 Housing Assistance Payment Contract and California law by treating additional services charges like rent. This ruling has resulted in three important changes for your additional services charges while you live at a property managed by Wasatch Property Management:

### **(1) Additional services are optional, and you can cancel them if you want to.**

The Court has ruled that any additional services must be optional for Section 8 tenants.

- This is true even if your landlord or property manager has told you in the past that you must pay for the additional services to live at the property.
- This is true even if you signed an agreement saying you would pay additional services charges for the rest of your lease period.

We were informed that Wasatch Property Management sent out a notice in January 2023 saying that if you do not want one or more of your additional services, you can cancel them at any time.

To cancel additional services, tell your landlord or property manager which services you want to cancel. If you communicate this cancellation request by text, email, or writing, keep a copy. If you communicate this cancellation request by phone or in person, make notes about the conversation. Include the date you talked to your landlord or property manager, who you talked to, what you said, and what they said. Ask for confirmation in writing that the additional service(s) will be cancelled and when they will be cancelled.

Once you cancel additional services, you should stop receiving those services and stop paying for them.

If you try to cancel your additional services and your landlord or property manager refuses to cancel them, contact us immediately at 1-888-316-8870 or [wasatchclassaction@gbdhlegal.com](mailto:wasatchclassaction@gbdhlegal.com).

### **(2) Your landlord cannot evict you or threaten to evict you for failing to pay for your additional services. Call us immediately if they try to do so.**

We believe your landlord is not allowed to evict you, or threaten to evict you, for failing to pay additional service charges. Wasatch Property Management has said that it does not actually evict people for unpaid additional service fees, even though they may send eviction notices threatening to do so. Although we think it is wrong for Wasatch to threaten eviction for failing to pay additional service fees, we cannot guarantee that

Wasatch will never try to evict you for failing to pay the fees. To avoid any issues, it is best to pay any additional services fees on time, if you are able.

If your landlord threatens to evict you or tells you they will evict you if you do not pay your additional services fees, please contact us immediately at 1-888-316-8870 or [wasatchclassaction@gbdhlegal.com](mailto:wasatchclassaction@gbdhlegal.com).

You also need to know that even though your landlord should not evict you for unpaid additional services fees, there could be other consequences if you do not pay them. For example, your landlord could take away the additional services if you do not pay for them. Your landlord could also take other steps to collect unpaid charges, such as filing a claim in small claims court or sending unpaid charges to collections. If this happens, you may want to contact a local legal aid organization or other attorney for assistance.

**(3) Your landlord must use your monthly payments to pay your monthly rent before paying for additional services fees.**

As a result of the Court's November 2022 order, Wasatch Property Management has said that it will apply payments you make to your rent balance first, before applying your payments to your additional services charges. For example, if you owe \$800 in rent and \$100 in additional services charges and you write a check to your landlord for \$800, your landlord has to use your money to pay your rent balance first.

If your landlord is refusing to accept your rent payment because you have not paid current or past additional service charges, contact us immediately at 1-888-316-8870 or [wasatchclassaction@gbdhlegal.com](mailto:wasatchclassaction@gbdhlegal.com).

If you have any other questions about payments for additional service charges, your legal rights, or this lawsuit, please contact us at 1-888-316-8870 or [wasatchclassaction@gbdhlegal.com](mailto:wasatchclassaction@gbdhlegal.com).