CIVIL CODE - CIV

DIVISION 3. OBLIGATIONS [1427 - 3273.69] *(Heading of Division 3 amended by Stats. 1988, Ch. 160, Sec. 14.)*

PART 4. OBLIGATIONS ARISING FROM PARTICULAR TRANSACTIONS [1738 - 3273.69] *(Part 4 enacted 1872.)*

TITLE 5. HIRING [1925 - 1997.270] *(Title 5 enacted 1872.)*

CHAPTER 2. Hiring of Real Property [1940 - 1954.071] *(Chapter 2 enacted 1872.)*

1940. (a) Except as provided in subdivision (b), this chapter shall apply to all persons who hire dwelling units located within this state including tenants, lessees, boarders, lodgers, and others, however denominated.

(b) The term “persons who hire” shall not include a person who maintains either of the following:

(1) Transient occupancy in a hotel, motel, residence club, or other facility when the transient occupancy is or would be subject to tax under Section 7280 of the Revenue and Taxation Code. The term “persons who hire” shall not include a person to whom this paragraph pertains if the person has not made valid payment for all room and other related charges owing as of the last day on which his or her occupancy is or would be subject to tax under Section 7280 of the Revenue and Taxation Code.

(2) Occupancy at a hotel or motel where the innkeeper retains a right of access to and control of the dwelling unit and the hotel or motel provides or offers all of the following services to all of the residents:

(A) Facilities for the safeguarding of personal property pursuant to Section 1860.

(B) Central telephone service subject to tariffs covering the same filed with the California Public Utilities Commission.

(C) Maid, mail, and room services.

(D) Occupancy for periods of less than seven days.

(E) Food service provided by a food establishment, as defined in Section 113780 of the Health and Safety Code, located on or adjacent to the premises of the hotel or motel and owned or operated by the innkeeper or owned or operated by a person or entity pursuant to a lease or similar relationship with the innkeeper or person or entity affiliated with the innkeeper.

(c) “Dwelling unit” means a structure or the part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household.

(d) Nothing in this section shall be construed to limit the application of any provision of this chapter to tenancy in a dwelling unit unless the provision is so limited by its specific terms.

(Amended by Stats. 1996, Ch. 1023, Sec. 28. Effective September 29, 1996.)

1940.05. For purposes of this chapter, “immigration or citizenship status” includes a perception that the person has a particular immigration status or citizenship status, or that the person is associated with a person who has, or is perceived to have, a particular immigration status or citizenship status.

(Added by Stats. 2017, Ch. 489, Sec. 2. (AB 291) Effective January 1, 2018.)

1940.1. (a) No person may require an occupant of a residential hotel, as defined in Section 50519 of the Health and Safety Code, to move, or to check out and reregister, before the expiration of 30 days occupancy if a purpose is to have that occupant maintain transient occupancy status pursuant to paragraph (1) of subdivision (b) of Section 1940. Evidence that an occupant was required to check out and reregister shall create a rebuttable presumption, which shall affect solely the burden of producing evidence, of the purpose referred to in this subdivision.

(b) In addition to any remedies provided by local ordinance, any violation of subdivision (a) is punishable by a civil penalty of five hundred dollars ($500). In any action brought pursuant to this section, the prevailing party shall be entitled to reasonable attorney's fees.

(c) Nothing in this section shall prevent a local governing body from establishing inspection authority or reporting or recordkeeping requirements to ensure compliance with this section.

(Amended by Stats. 2004, Ch. 950, Sec. 1. Effective January 1, 2005.)

1940.2. (a) It is unlawful for a landlord to do any of the following for the purpose of influencing a tenant to vacate a dwelling:

(1) Engage in conduct that violates subdivision (a) of Section 484 of the Penal Code.

(2) Engage in conduct that violates Section 518 of the Penal Code.

(3) Use, or threaten to use, force, willful threats, or menacing conduct constituting a course of conduct that interferes with the tenant's quiet enjoyment of the premises in violation of Section 1927 that would create an apprehension of harm in a reasonable person. Nothing in this paragraph requires a tenant to be actually or constructively evicted in order to obtain relief.

(4) Commit a significant and intentional violation of Section 1954.

(5) Threaten to disclose information regarding or relating to the immigration or citizenship status of a tenant, occupant, or other person known to the landlord to be associated with a tenant or occupant. This paragraph does not require a tenant to be actually or constructively evicted in order to obtain relief.

(b) A tenant who prevails in a civil action, including an action in small claims court, to enforce his or her rights under this section is entitled to a civil penalty in an amount not to exceed two thousand dollars ($2,000) for each violation.

(c) An oral or written warning notice, given in good faith, regarding conduct by a tenant, occupant, or guest that violates, may violate, or violated the applicable rental agreement, rules, regulations, lease, or laws, is not a violation of this section. An oral or written explanation of the rental agreement, rules, regulations, lease, or laws given in the normal course of business is not a violation of this section.

(d) This section does not enlarge or diminish a landlord's right to terminate a tenancy pursuant to existing state or local law; nor does this section enlarge or diminish any ability of local government to regulate or enforce a prohibition against a landlord's harassment of a tenant.

(Amended by Stats. 2017, Ch. 489, Sec. 3. (AB 291) Effective January 1, 2018.)

1940.3. (a) A public entity shall not, by ordinance, regulation, policy, or administrative action implementing any ordinance, regulation, policy, or administrative action, compel a landlord or any agent of the landlord to make any inquiry, compile, disclose, report, or provide any information, prohibit offering or continuing to offer, accommodations in the property for rent or lease, or otherwise take any action regarding or based on the immigration or citizenship status of a tenant, prospective tenant, occupant, or prospective occupant of residential rental property.

(b) A landlord, or any agent of the landlord, shall not do any of the following:

(1) Make any inquiry regarding or based on the immigration or citizenship status of a tenant, prospective tenant, occupant, or prospective occupant of residential rental property.

(2) Require that any tenant, prospective tenant, occupant, or prospective occupant of the rental property disclose or make any statement, representation, or certification concerning his or her immigration or citizenship status.

(3) Disclose to any person or entity information regarding or relating to the immigration or citizenship status of any tenant, prospective tenant, occupant, or prospective occupant of the rental property for the purpose of, or with the intent of, harassing or intimidating a tenant, prospective tenant, occupant, or prospective occupant, retaliating against a tenant or occupant for the exercise of his or her rights, influencing a tenant or occupant to vacate a dwelling, or recovering possession of the dwelling.

(c) This section does not prohibit a landlord from doing any of the following:

(1) Complying with any legal obligation under federal law, including, but not limited to, any legal obligation under any federal government program that provides for rent limitations or rental assistance to a qualified tenant, or a subpoena, warrant, or other order issued by a court.

(2) Requesting information or documentation necessary to determine or verify the financial qualifications of a prospective tenant, or to determine or verify the identity of a prospective tenant or prospective occupant.

(d) For purposes of this section, both of the following shall apply:

(1) “Public entity” includes the state, a city, county, city and county, district, public authority, public agency, and any other political subdivision or public corporation in the state.

(2) “State” includes any state office, department, division, bureau, board, or commission and the Trustees of the California State University and the California State University.

(Amended by Stats. 2017, Ch. 490, Sec. 1.5. (AB 299) Effective January 1, 2018.)

1940.35. (a) It is unlawful for a landlord to disclose to any immigration authority, law enforcement agency, or local, state, or federal agency information regarding or relating to the immigration or citizenship status of any tenant, occupant, or other person known to the landlord to be associated with a tenant or occupant, for the purpose of, or with the intent of, harassing or intimidating a tenant or occupant, retaliating against a tenant or occupant for the exercise of his or her rights, influencing a tenant or occupant to vacate a dwelling, or recovering possession of the dwelling, irrespective of whether the tenant or occupant currently resides in the dwelling.

(b) If a court of applicable jurisdiction finds a violation of this section in a proceeding initiated by a party or upon a motion of the court, the court shall do all of the following:

(1) For each person whose status was so disclosed, order the landlord to pay statutory damages in an amount to be determined in the court’s discretion that is between 6 and 12 times the monthly rent charged for the dwelling in which the tenant or occupant resides or resided.

(2) Issue injunctive relief to prevent the landlord from engaging in similar conduct with respect to other tenants, occupants, and persons known to the landlord to be associated with the tenants or occupants.

(3) Notify the district attorney of the county in which the real property for hire is located of a potential violation of Section 519 of the Penal Code.

(c) A landlord is not in violation of this section if he or she is complying with any legal obligation under federal law, or subpoena, warrant, or order issued by a court.

(d) In making findings in a proceeding under this section, a court may take judicial notice under subdivision (d) of Section 452 of the Evidence Code of the proceedings and records of any federal removal, inadmissibility, or deportation proceeding.

(e) A court shall award to the prevailing party in an action under this section attorney’s fees and costs.

(f) The remedies provided by this section shall be in addition to any other remedies provided by statutory or decisional law.

(g) Any waiver of a right under this section by a tenant, occupant, or person known to the landlord to be associated with a tenant or occupant shall be void as a matter of public policy.

(h) An action for injunctive relief pursuant to this section may be brought by a nonprofit organization exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code, as amended. That organization shall be considered a party for purposes of this section.

(Added by Stats. 2017, Ch. 489, Sec. 5. (AB 291) Effective January 1, 2018.)

1940.4. (a) Except as provided in subdivision (c), a landlord shall not prohibit a tenant from posting or displaying political signs relating to any of the following:

(1) An election or legislative vote, including an election of a candidate to public office.

(2) The initiative, referendum, or recall process.

(3) Issues that are before a public commission, public board, or elected local body for a vote.

(b) Political signs may be posted or displayed in the window or on the door of the premises leased by the tenant in a multifamily dwelling, or from the yard, window, door, balcony, or outside wall of the premises leased by a tenant of a single-family dwelling.

(c) A landlord may prohibit a tenant from posting or displaying political signs in the following circumstances:

(1) The political sign is more than six square feet in size.

(2) The posting or displaying would violate a local, state, or federal law.

(3) The posting or displaying would violate a lawful provision in a common interest development governing a document that satisfies the criteria of Section 1353.6.

(d) A tenant shall post and remove political signs in compliance with the time limits set by the ordinance for the jurisdiction where the premises are located. A tenant shall be solely responsible for any violation of a local ordinance. If no local ordinance exists or if the local ordinance does not include a time limit for posting and removing political signs on private property, the landlord may establish a reasonable time period for the posting and removal of political signs. A reasonable time period for this purpose shall begin at least 90 days prior to the date of the election or vote to which the sign relates and end at least 15 days following the date of the election or vote.

(e) Notwithstanding any other provision of law, any changes in the terms of a tenancy that are made to implement the provisions of this section and are noticed pursuant to Section 827 shall not be deemed to cause a diminution in housing services, and may be enforced in accordance with Section 1161 of the Code of Civil Procedure.

(Added by Stats. 2011, Ch. 383, Sec. 1. (SB 337) Effective January 1, 2012.)

1940.41. (a) For purposes of this section:

(1) “Personal micromobility device” means a device with both of the following characteristics:

(A) It is powered by the physical exertion of the rider or an electric motor.

(B) It is designed to transport one individual or one adult accompanied by up to three minors.

(2) “Secure, long-term storage” means a location with all of the following characteristics:

(A) Access is limited to residents of the same housing complex.

(B) It is located on the premises.

(C) It is reasonably protected against precipitation.

(D) It has a minimum of one standard electrical connection for each personal micromobility device that will be stored and recharged in that location.

(E) Tenants are not charged for its use.

(b) A landlord shall not prohibit a tenant from either of the following:

(1) Owning personal micromobility devices.

(2) (A) Storing and recharging up to one personal micromobility device in their dwelling unit for each person occupying the unit if the personal micromobility device meets one of the following:

(i) Is not powered by an electric motor.

(ii) Complies with the following safety standards:

(I) For e-bikes, UL 2849, the Standard for Electrical Systems for E-bikes, as recognized by the United States Consumer Product Safety Commission, or EN 15194, the European Standard for electrically powered assisted cycles (EPAC Bicycles).

(II) For e-scooters, UL 2272, the Standard for Electrical Systems for Personal E-Mobility Devices, as recognized by the United States Consumer Product Safety Commission, or EN 17128, the European Standard for personal light electric vehicles (PLEV).

(iii) Is insured by the tenant under an insurance policy covering storage of the device within the tenant’s dwelling unit. The owner may prohibit the tenant from charging a device in the unit if the device does not meet the standards in subclauses (I) and (II) of clause (ii).

(B) Subparagraph (A) does not apply if the landlord provides the tenant secure, long-term storage for the tenant’s personal micromobility devices.

(C) Subparagraphs (A) and (B) do not apply to circumstances in which an occupant of the unit requires the use of a personal micromobility device as an accommodation for a disability.

(c) This section does not require a landlord to modify or approve a tenant's request to modify a rental dwelling unit for the purpose of storing a micromobility device inside of the dwelling unit.

(d) This section does not prohibit a landlord from doing any of the following:

(1) (A) Prohibiting repair or maintenance on batteries and motors of personal micromobility devices within a dwelling unit.

(B) Subparagraph (A) does not prohibit a tenant from changing a flat tire or adjusting the brakes on a personal micromobility device within the unit.

(2) Requiring a tenant to store a personal micromobility device in compliance with applicable fire code.

(3) Requiring a tenant to store a personal micromobility device in compliance with the Office of State Fire Marshal Information Bulletin 23-003 regarding lithium-ion battery safety, issued April 3, 2023, or any updated guidance issued by the Office of the State Fire Marshal regarding lithium-ion battery safety, if such bulletin or guidance is provided to the tenant by the landlord.

(e) This section does not limit the rights and remedies available to disabled persons under federal or state law.

(Added by Stats. 2023, Ch. 630, Sec. 1. (SB 712) Effective January 1, 2024.)

1940.45. (a) Except as otherwise provided by this section, a property owner shall not enforce or adopt a restrictive covenant or any other restriction that prohibits one or more religious items from being displayed or affixed on any entry door or entry door frame of a dwelling.

(b) To the extent permitted by Article 1, Section 4, of the California Constitution and the First Amendment to the United States Constitution, this section does not prohibit the enforcement or adoption of a restrictive covenant or other restriction prohibiting the display or affixing of a religious item on any entry door or entry door frame to a dwelling that:

(1) Threatens the public health or safety.

(2) Hinders the opening or closing of any entry door.

(3) Violates any federal, state, or local law.

(4) Contains graphics, language or any display that is obscene or otherwise illegal.

(5) Individually or in combination with any other religious item displayed or affixed on any entry door or door frame that has a total size greater than 36 by 12 square inches, provided it does not exceed the size of the door.

(c) As used in this section, the following terms have the following meanings:

(1) "Property owner" means all of the following:

(A) An association, as that term is defined in Section 4080.

(B) A board, as that term is defined in Section 4085.

(C) A member, as that term is defined in Section 4160.

(D) A landlord, as that term is defined in Section 1940.8.5.

(E) A sublessor.

(2) "Religious item" means an item displayed because of sincerely held religious beliefs.

(Added by Stats. 2019, Ch. 154, Sec. 1. (SB 652) Effective January 1, 2020.)

1940.5. An owner or an owner's agent shall not refuse to rent a dwelling unit in a structure which received its valid certificate of occupancy after January 1, 1973, to an otherwise qualified prospective tenant or refuse to continue to rent to an existing tenant solely on the basis of that tenant's possession of a waterbed or other bedding with liquid filling material where all of the following requirements and conditions are met:

(a) A tenant or prospective tenant furnishes to the owner, prior to installation, a valid waterbed insurance policy or certificate of insurance for property damage. The policy shall be issued by a company licensed to do business in California and possessing a Best's Insurance Report rating of "B" or higher. The insurance policy shall be maintained in full force and effect until the bedding is permanently removed from the rental premises. The policy shall be written for no less than one hundred thousand dollars ($100,000) of coverage. The policy shall cover, up to the limits of the policy, replacement value of all property damage, including loss of use, incurred by the rental property owner or other caused by or arising out of the ownership, maintenance, use, or removal of the waterbed on the rental premises only, except for any damage caused intentionally or at the direction of the insured, or for any damage caused by or resulting from fire. The owner may require the tenant to produce evidence of insurance at any time. The carrier shall give the owner notice of cancellation or nonrenewal 10 days prior to this action. Every application for a policy shall contain the information as provided in subdivisions (a), (b), and (c) of Section 1962 and Section 1962.5.

(b) The bedding shall conform to the pounds-per-square foot weight limitation and placement as dictated by the floor load capacity of the residential structure. The weight shall be distributed on a pedestal or frame which is substantially the dimensions of the mattress itself.

(c) The tenant or prospective tenant shall install, maintain and remove the bedding, including, but not limited to, the mattress and frame, according to standard methods of installation, maintenance, and removal as prescribed by the manufacturer, retailer, or state law, whichever provides the higher degree of safety. The tenant shall notify the owner or owner's agent in writing of the intent to install, remove, or move the waterbed. The notice shall be delivered 24 hours prior to the installation, removal, or movement. The owner or the owner's agent may be present at the time of installation, removal, or movement at the owner's or the owner's agent's option. If the bedding is installed or moved by any person other than the tenant or prospective tenant, the tenant or prospective tenant shall deliver to the owner or to the owner's agent a written installation receipt stating the installer's name, address, and business affiliation where appropriate.

(d) Any new bedding installation shall conform to the owner's or the owner's agent's reasonable structural specifications for placement within the rental property and shall be consistent with floor capacity of the rental dwelling unit.

(e) The tenant or prospective tenant shall comply with the minimum component specification list prescribed by the manufacturer, retailer, or state law, whichever provides the higher degree of safety.

(f) Subject to the notice requirements of Section 1954, the owner, or the owner's agent, shall have the right to inspect the bedding installation upon completion, and periodically thereafter, to insure its conformity with this section. If installation or maintenance is not in conformity with this section, the owner may serve the tenant with a written notice of breach of the rental agreement. The owner may give the tenant three days either to bring the installation into conformity with those standards or to remove the bedding, unless there is an immediate danger to the structure, in which case there shall be immediate corrective action. If the bedding is installed by any person other than the tenant or prospective tenant, the tenant or prospective tenant shall deliver to the owner or to the owner's agent a written installation receipt stating the installer's name and business affiliation where appropriate.

(g) Notwithstanding Section 1950.5, an owner or owner's agent is entitled to increase the security deposit on the dwelling unit in an amount equal to one-half of one months' rent. The owner or owner's agent may charge a tenant, lessee, or sublessee a reasonable fee to cover administration costs. In no event does this section authorize the payment of a rebate of premium in violation of Article 5 (commencing with Section 750) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

(h) Failure of the owner, or owner's agent, to exercise any of his or her rights pursuant to this section does not constitute grounds for denial of an insurance claim.

(i) As used in this section, "tenant" includes any lessee, and "rental" means any rental or lease.

(Amended by Stats. 1996, Ch. 1137, Sec. 52. Effective January 1, 1997.)

1940.6. (a) The owner of a residential dwelling unit or the owner's agent who applies to any public agency for a permit to demolish that residential dwelling unit shall give written notice of that fact to:

(1) A prospective tenant prior to the occurrence of any of the following actions by the owner or the owner's agent:

(A) Entering into a rental agreement with a prospective tenant.

(B) Requiring or accepting payment from the prospective tenant for an application screening fee, as provided in Section 1950.6.

(C) Requiring or accepting any other fees from a prospective tenant.

(D) Requiring or accepting any writings that would initiate a tenancy.

(2) A current tenant, including a tenant who has entered into a rental agreement but has not yet taken possession of the dwelling unit, prior to applying to the public agency for the permit to demolish that residential dwelling unit.

(b) The notice shall include the earliest possible approximate date on which the owner expects the demolition to occur and the approximate date on which the owner will terminate the tenancy. However, in no case may the demolition for which the owner or the owner's agent has applied occur prior to the earliest possible approximate date noticed.

(c) If a landlord fails to comply with subdivision (a) or (b), a tenant may bring an action in a court of competent jurisdiction. The remedies the court may order shall include, but are not limited to, the following:

(1) In the case of a prospective tenant who moved into a residential dwelling unit and was not informed as required by subdivision (a) or (b), the actual damages suffered, moving expenses, and a civil penalty not to exceed two thousand five hundred dollars ($2,500) to be paid by the landlord to the tenant.

(2) In the case of a current tenant who was not informed as required by subdivision (a) or (b), the actual damages suffered, and a civil penalty not to exceed two thousand five hundred dollars ($2,500) to be paid by the landlord to the tenant.

(3) In any action brought pursuant to this section, the prevailing party shall be entitled to reasonable attorney's fees.

(d) The remedies available under this section are cumulative to other remedies available under law.

(e) This section shall not be construed to preempt other laws regarding landlord obligations or disclosures, including, but not limited to, those arising pursuant to Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 of the Government Code.

(f) For purposes of this section:

(1) "Residential dwelling unit" has the same meaning as that contained in Section 1940.

(2) "Public agency" has the same meaning as that contained in Section 21063 of the Public Resources Code.

(Added by Stats. 2002, Ch. 285, Sec. 1. Effective January 1, 2003.)

1940.7. (a) The Legislature finds and declares that the December 10, 1983, tragedy in Tierra Santa, in which lives were lost as a result of a live munition exploding in a residential area that was formerly a military ordnance location, has demonstrated (1) the unique and heretofore unknown risk that there are other live munitions in former ordnance locations in California, (2) that these former ordnance locations need to be identified by the federal, state, or local authorities, and (3) that the people living in the neighborhood of these former ordnance locations should be notified of their existence. Therefore, it is the intent of the Legislature that the disclosure required by this section is solely warranted and limited by (1) the fact that these former ordnance locations cannot be readily observed or discovered by landlords and tenants, and (2) the ability of a landlord who has actual knowledge of a former ordnance location within the neighborhood of his or her rental property to disclose this information for the safety of the tenant.

(b) The landlord of a residential dwelling unit who has actual knowledge of any former federal or state ordnance locations in the neighborhood area shall give written notice to a prospective tenant of that knowledcge prior to the execution of a rental agreement. In cases of tenancies in existence on January 1, 1990, this written notice shall be given to tenants as soon as practicable thereafter.

(c) For purposes of this section:

(1) "Former federal or state ordnance location" means an area identified by an agency or instrumentality of the federal or state government as an area once used for military training purposes and which may contain potentially explosive munitions.

(2) "Neighborhood area" means within one mile of the residential dwelling.

(Added by Stats. 1989, Ch. 294, Sec. 2.)

1940.8. A landlord of a residential dwelling unit shall provide each new tenant that occupies the unit with a copy of the notice provided by a registered structural pest control company pursuant to Section 8538 of the Business and Professions Code, if a contract for periodic pest control service has been executed.

(Added by Stats. 2000, Ch. 234, Sec. 2. Effective January 1, 2001.)

1940.8.5. (a) For purposes of this section, the following terms have the following meanings:

(1) "Adjacent dwelling unit" means a dwelling unit that is directly beside, above, or below a particular dwelling unit.

(2) "Authorized agent" means an individual, organization, or other entity that has entered into an agreement with a landlord to act on the landlord's behalf in relation to the management of a residential rental property.

(3) "Broadcast application" means spreading pesticide over an area greater than two square feet.

(4) “Electronic delivery” means delivery of a document by electronic means to the electronic address at or through which a tenant, landlord, or authorized agent has authorized electronic delivery.

(5) “Landlord” means an owner of residential rental property.

(6) “Pest” means a living organism that causes damage to property or economic loss, or transmits or produces diseases.

(7) “Pesticide” means any substance, or mixture of substances, that is intended to be used for controlling, destroying, repelling, or mitigating any pest or organism, excluding antimicrobial pesticides as defined by the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. Sec. 136(mm)).

(8) “Licensed pest control operator” means anyone licensed by the state to apply pesticides.

(b) (1) A landlord or authorized agent that applies any pesticide to a dwelling unit without a licensed pest control operator shall provide a tenant of that dwelling unit and, if making broadcast applications, or using total release foggers or aerosol sprays, any tenant in an adjacent dwelling unit that could reasonably be impacted by the pesticide use with written notice that contains the following statements and information using words with common and everyday meaning:

(A) The pest or pests to be controlled.

(B) The name and brand of the pesticide product proposed to be used.

(C) “State law requires that you be given the following information:

CAUTION – PESTICIDES ARE TOXIC CHEMICALS. The California Department of Pesticide Regulation and the United States Environmental Protection Agency allow the unlicensed use of certain pesticides based on existing scientific evidence that there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.

If within 24 hours following application of a pesticide, a person experiences symptoms similar to common seasonal illness comparable to influenza, the person should contact a physician, appropriate licensed health care provider, or the California Poison Control System (1-800-222-1222).

For further information, contact any of the following: for Health Questions – the County Health Department (telephone number) and for Regulatory Information – the Department of Pesticide Regulation (916-324-4100).”

(D) The approximate date, time, and frequency with which the pesticide will be applied.

(E) The following notification:

“The approximate date, time, and frequency of this pesticide application is subject to change.”

(2) At least 24 hours prior to application of the pesticide to the dwelling unit, the landlord or authorized agent shall provide the notice to the tenant of the dwelling unit, as well as any tenants in adjacent units that are required to be notified pursuant to paragraph (1), in at least one of the following ways:

(A) First-class mail.

(B) Personal delivery to the tenant, someone of suitable age and discretion at the premises, or under the usual entry door of the premises.

(C) Electronic delivery, if an electronic mailing address has been provided by the tenant.

(D) Posting a written notice in a conspicuous place at the unit entry in a manner in which a reasonable person would discover the notice.

(3) (A) Upon receipt of written notification, the tenant may agree in writing, or if notification was electronically delivered, the tenant may agree through electronic delivery, to allow the landlord or authorized agent to apply a pesticide immediately or at an agreed upon time.

(B) (i) Prior to receipt of written notification, the tenant and the landlord or authorized agent may agree orally to an immediate pesticide application if a tenant requests that the pesticide be applied before 24-hour advance notice can be given. The oral agreement shall include the name and brand of the pesticide product proposed to be used.

(ii) With respect to a tenant entering into an oral agreement for immediate pesticide application, the landlord or authorized agent, no later than the time of pesticide application, shall leave the written notice specified in paragraph (1) in a

conspicuous place in the dwelling unit, or at the entrance of the unit in a manner in which a reasonable person would discover the notice.

(iii) If any tenants in adjacent dwelling units are also required to be notified pursuant to this subdivision, the landlord or authorized agent shall provide those tenants with this notice as soon as practicable after the oral agreement is made authorizing immediate pesticide application, but in no case later than commencement of application of the pesticide.

(4) (A) This subdivision shall not be construed to require an association, as defined in Section 4080, to provide notice of pesticide use in a separate interest, as defined in Section 4185, within a common interest development, as defined in Section 4100.

(B) Notwithstanding subparagraph (A), an association, as defined in Section 4080, that has taken title to a separate interest, as defined in Section 4185, shall provide notification to tenants as specified in this subdivision.

(c) (1) A landlord or authorized agent that applies any pesticide to a common area without a licensed pest control operator, excluding routine pesticide applications described in subdivision (d), shall post written notice in a conspicuous place in the common area in which a pesticide is to be applied that contains the following statements and information using words with common and everyday meaning:

(A) The pest or pests to be controlled.

(B) The name and brand of the pesticide product proposed to be used.

(C) “State law requires that you be given the following information:

CAUTION – PESTICIDES ARE TOXIC CHEMICALS. The California Department of Pesticide Regulation and the United States Environmental Protection Agency allow the unlicensed use of certain pesticides based on existing scientific evidence that there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.

If within 24 hours following application of a pesticide, a person experiences symptoms similar to common seasonal illness comparable to influenza, the person should contact a physician, appropriate licensed health care provider, or the California Poison Control System (1-800-222-1222).

For further information, contact any of the following: for Health Questions – the County Health Department (telephone number) and for Regulatory Information – the Department of Pesticide Regulation (916-324-4100).”

(D) The approximate date, time, and frequency with which the pesticide will be applied.

(2) (A) The notice shall be posted before a pesticide application in a common area and shall remain posted for at least 24 hours after the pesticide is applied.

(B) Landlords and their authorized agents are not liable for any notice removed from a common area without the knowledge or consent of the landlord or authorized agent.

(C) If the pest poses an immediate threat to health and safety, thereby making compliance with notification prior to the pesticide application required in subparagraph (A) unreasonable, a landlord or authorized agent shall post the notification as soon as practicable, but not later than one hour after the pesticide is applied.

(3) If a common area lacks a suitable place to post a notice, then the landlord shall provide the notice to each dwelling unit in at least one of the following ways:

(A) First-class mail.

(B) Personal delivery to the tenant, someone of suitable age and discretion at the premises, or under the usual entry door of the premises.

(C) Electronic delivery, if an electronic mailing address has been provided by the tenant.

(D) Posting a written notice in a conspicuous place at the unit entry in a manner in which a reasonable person would discover the notice.

(4) This subdivision shall not be construed to require any landlord or authorized agent, or an association, as defined in Section 4080, to provide notice of pesticide use in common areas within a common interest development, as defined in Section 4100.

(d) (1) A landlord or authorized agent that routinely applies pesticide in a common area on a set schedule without a licensed pest control operator shall provide a tenant in each dwelling unit with written notice that contains the following statements and information using words with common and everyday meaning:

(A) The pest or pests to be controlled.

(B) The name and brand of the pesticide product proposed to be used.

(C) “State law requires that you be given the following information:

CAUTION – PESTICIDES ARE TOXIC CHEMICALS. The California Department of Pesticide Regulation and the United States Environmental Protection Agency allow the unlicensed use of certain pesticides based on existing scientific evidence that there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.

If within 24 hours following application of a pesticide, a person experiences symptoms similar to common seasonal illness comparable to influenza, the person should contact a physician, appropriate licensed health care provider, or the California Poison Control System (1-800-222-1222).

For further information, contact any of the following: for Health Questions – the County Health Department (telephone number) and for Regulatory Information – the Department of Pesticide Regulation (916-324-4100).”

(D) The schedule pursuant to which the pesticide will be routinely applied.

(2) (A) The landlord or authorized agent shall provide the notice to both of the following:

(i) Existing tenants prior to the initial pesticide application.

(ii) Each new tenant prior to entering into a lease agreement.

(B) The landlord or authorized agent shall provide the notice to the tenant in at least one of the following ways:

(i) First-class mail.

(ii) Personal delivery to the tenant, someone of suitable age and discretion at the premises, or under the usual entry door of the premises.

(iii) Electronic delivery, if an electronic mailing address has been provided by the tenant.

(iv) Posting a written notice in a conspicuous place at the unit entry in a manner in which a reasonable person would discover the notice.

(C) If the pesticide to be used is changed, a landlord or authorized agent shall provide a new notice pursuant to paragraph (1).

(D) This subdivision shall not be construed to require any landlord or authorized agent, or an association, as defined in Section 4080, to provide notice of pesticide use in common areas within a common interest development, as defined in Section 4100.

(e) Nothing in this section abrogates the responsibility of a registered structural pest control company to abide by the notification requirements of Section 8538 of the Business and Professions Code.

(f) Nothing in this section authorizes a landlord or authorized agent to enter a tenant’s dwelling unit in violation of Section 1954.

(g) If a tenant is provided notice in compliance with this section, a landlord or authorized agent is not required to provide additional information, and the information shall be deemed adequate to inform the tenant regarding the application of pesticides.

(Added by Stats. 2015, Ch. 278, Sec. 2. (SB 328) Effective January 1, 2016.)

1940.9. (a) If the landlord does not provide separate gas and electric meters for each tenant’s dwelling unit so that each tenant’s meter measures only the electric or gas service to that tenant’s dwelling unit and the landlord or his or her agent has knowledge that gas or electric service provided through a tenant’s meter serves an area outside the tenant’s dwelling unit, the landlord, prior to the inception of the tenancy or upon discovery, shall explicitly disclose that condition to the tenant and shall do either of the following:

(1) Execute a mutual written agreement with the tenant for payment by the tenant of the cost of the gas or electric service provided through the tenant’s meter to serve areas outside the tenant’s dwelling unit.

(2) Make other arrangements, as are mutually agreed in writing, for payment for the gas or electric service provided through the tenant’s meter to serve areas outside the tenant’s dwelling unit. These arrangements may include, but are not limited to, the

landlord becoming the customer of record for the tenant's meter, or the landlord separately metering and becoming the customer of record for the area outside the tenant's dwelling unit.

(b) If a landlord fails to comply with subdivision (a), the aggrieved tenant may bring an action in a court of competent jurisdiction. The remedies the court may order shall include, but are not limited to, the following:

(1) Requiring the landlord to be made the customer of record with the utility for the tenant's meter.

(2) Ordering the landlord to reimburse the tenant for payments made by the tenant to the utility for service to areas outside of the tenant's dwelling unit. Payments to be reimbursed pursuant to this paragraph shall commence from the date the obligation to disclose arose under subdivision (a).

(c) Nothing in this section limits any remedies available to a landlord or tenant under other provisions of this chapter, the rental agreement, or applicable statutory or common law.

(Added by Stats. 1989, Ch. 861, Sec. 1.)

1940.10. (a) For the purposes of this section, the following definitions shall apply:

(1) "Private area" means an outdoor backyard area that is on the ground level of the rental unit.

(2) "Personal agriculture" means a use of land where an individual cultivates edible plant crops for personal use or donation.

(3) "Plant crop" means any crop in its raw or natural state, which comes from a plant that will bear edible fruits or vegetables. It shall not include marijuana or any unlawful crops or substances.

(b) A landlord shall permit a tenant to participate in personal agriculture in portable containers approved by the landlord in the tenant's private area if the following conditions are met:

(1) The tenant regularly removes any dead plant material and weeds, with the exception of straw, mulch, compost, and any other organic materials intended to encourage vegetation and retention of moisture in soil, unless the landlord and tenant have a preexisting or separate agreement regarding garden maintenance where the tenant is not responsible for removing or maintaining plant crop and weeds.

(2) The plant crop will not interfere with the maintenance of the rental property.

(3) The placement of the portable containers does not interfere with any tenant's parking spot.

(4) The placement and location of the portable containers may be determined by the landlord. The portable containers may not create a health and safety hazard, block doorways, or interfere with walkways or utility services or equipment.

(c) The cultivation of plant crops on the rental property other than that which is contained in portable containers shall be subject to approval from the landlord.

(d) A landlord may prohibit the use of synthetic chemical herbicides, pesticides, fungicides, rodenticides, insecticides, or any other synthetic chemical product commonly used in the growing of plant crops.

(e) A landlord may require the tenant to enter into a written agreement regarding the payment of any excess water and waste collection bills arising from the tenant's personal agriculture activities.

(f) Subject to the notice required by Section 1954, a landlord has a right to periodically inspect any area where the tenant is engaging in personal agriculture to ensure compliance with this section.

(g) This section shall only apply to residential real property that is improved with, or consisting of, a building containing not more than two units that are intended for human habitation.

(Added by Stats. 2014, Ch. 584, Sec. 2. (AB 2561) Effective January 1, 2015.)

1940.20. (a) For purposes of this section, the following definitions shall apply:

(1) "Clothesline" includes a cord, rope, or wire from which laundered items may be hung to dry or air. A balcony, railing, awning, or other part of a structure or building shall not qualify as a clothesline.

(2) "Drying rack" means an apparatus from which laundered items may be hung to dry or air. A balcony, railing, awning, or other part of a structure or building shall not qualify as a drying rack.

(3) “Private area” means an outdoor area or an area in the tenant’s premises enclosed by a wall or fence with access from a door of the premises.

(b) A tenant may utilize a clothesline or drying rack in the tenant’s private area if all of the following conditions are met:

(1) The clothesline or drying rack will not interfere with the maintenance of the rental property.

(2) The clothesline or drying rack will not create a health or safety hazard, block doorways, or interfere with walkways or utility service equipment.

(3) The tenant seeks the landlord’s consent before affixing a clothesline to a building.

(4) Use of the clothesline or drying rack does not violate reasonable time or location restrictions imposed by the landlord.

(5) The tenant has received approval of the clothesline or drying rack, or the type of clothesline or drying rack, from the landlord.

(Added by Stats. 2015, Ch. 602, Sec. 1. (AB 1448) Effective January 1, 2016.)

[1941.] Section Nineteen Hundred and Forty-one. The lessor of a building intended for the occupation of human beings must, in the absence of an agreement to the contrary, put it into a condition fit for such occupation, and repair all subsequent dilapidations thereof, which render it untenantable, except such as are mentioned in section nineteen hundred and twenty-nine.

(Amended by Code Amendments 1873-74, Ch. 612.)

1941.1. (a) A dwelling shall be deemed untenantable for purposes of Section 1941 if it substantially lacks any of the following affirmative standard characteristics or is a residential unit described in Section 17920.3 or 17920.10 of the Health and Safety Code:

(1) Effective waterproofing and weather protection of roof and exterior walls, including unbroken windows and doors.

(2) Plumbing or gas facilities that conformed to applicable law in effect at the time of installation, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of the tenant, capable of producing hot and cold running water, or a system that is under the control of the landlord, that produces hot and cold running water, furnished to appropriate fixtures, and connected to a sewage disposal system approved under applicable law.

(4) Heating facilities that conformed with applicable law at the time of installation, maintained in good working order.

(5) Electrical lighting, with wiring and electrical equipment that conformed with applicable law at the time of installation, maintained in good working order.

(6) Building, grounds, and appurtenances at the time of the commencement of the lease or rental agreement, and all areas under control of the landlord, kept in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin.

(7) An adequate number of appropriate receptacles for garbage and rubbish, in clean condition and good repair at the time of the commencement of the lease or rental agreement, with the landlord providing appropriate serviceable receptacles thereafter and being responsible for the clean condition and good repair of the receptacles under his or her control.

(8) Floors, stairways, and railings maintained in good repair.

(9) A locking mail receptacle for each residential unit in a residential hotel, as required by Section 17958.3 of the Health and Safety Code. This subdivision shall become operative on July 1, 2008.

(b) Nothing in this section shall be interpreted to prohibit a tenant or owner of rental properties from qualifying for a utility energy savings assistance program, or any other program assistance, for heating or hot water system repairs or replacement, or a combination of heating and hot water system repairs or replacements, that would achieve energy savings.

(Amended by Stats. 2012, Ch. 600, Sec. 1. (AB 1124) Effective January 1, 2013.)

1941.2. (a) No duty on the part of the landlord to repair a dilapidation shall arise under Section 1941 or 1942 if the tenant is in substantial violation of any of the following affirmative obligations, provided the tenant’s violation contributes substantially to the existence of the dilapidation or interferes substantially with the landlord’s obligation under Section 1941 to effect the necessary repairs:

(1) To keep that part of the premises which he occupies and uses clean and sanitary as the condition of the premises permits.

(2) To dispose from his dwelling unit of all rubbish, garbage and other waste, in a clean and sanitary manner.

(3) To properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits.

(4) Not to permit any person on the premises, with his permission, to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment, or appurtenances thereto, nor himself do any such thing.

(5) To occupy the premises as his abode, utilizing portions thereof for living, sleeping, cooking or dining purposes only which were respectively designed or intended to be used for such occupancies.

(b) Paragraphs (1) and (2) of subdivision (a) shall not apply if the landlord has expressly agreed in writing to perform the act or acts mentioned therein.

(Amended by Stats. 1979, Ch. 307.)

1941.3. (a) On and after July 1, 1998, the landlord, or his or her agent, of a building intended for human habitation shall do all of the following:

(1) Install and maintain an operable dead bolt lock on each main swinging entry door of a dwelling unit. The dead bolt lock shall be installed in conformance with the manufacturer's specifications and shall comply with applicable state and local codes including, but not limited to, those provisions relating to fire and life safety and accessibility for the disabled. When in the locked position, the bolt shall extend a minimum of $^{13}/_{16}$ of an inch in length beyond the strike edge of the door and protrude into the doorjamb.

This section shall not apply to horizontal sliding doors. Existing dead bolts of at least one-half inch in length shall satisfy the requirements of this section. Existing locks with a thumb-turn deadlock that have a strike plate attached to the doorjamb and a latch bolt that is held in a vertical position by a guard bolt, a plunger, or an auxiliary mechanism shall also satisfy the requirements of this section. These locks, however, shall be replaced with a dead bolt at least $^{13}/_{16}$ of an inch in length the first time after July 1, 1998, that the lock requires repair or replacement.

Existing doors which cannot be equipped with dead bolt locks shall satisfy the requirements of this section if the door is equipped with a metal strap affixed horizontally across the midsection of the door with a dead bolt which extends $^{13}/_{16}$ of an inch in length beyond the strike edge of the door and protrudes into the doorjamb. Locks and security devices other than those described herein which are inspected and approved by an appropriate state or local government agency as providing adequate security shall satisfy the requirements of this section.

(2) Install and maintain operable window security or locking devices for windows that are designed to be opened. Louvered windows, casement windows, and all windows more than 12 feet vertically or six feet horizontally from the ground, a roof, or any other platform are excluded from this subdivision.

(3) Install locking mechanisms that comply with applicable fire and safety codes on the exterior doors that provide ingress or egress to common areas with access to dwelling units in multifamily developments. This paragraph does not require the installation of a door or gate where none exists on January 1, 1998.

(b) The tenant shall be responsible for notifying the owner or his or her authorized agent when the tenant becomes aware of an inoperable dead bolt lock or window security or locking device in the dwelling unit. The landlord, or his or her authorized agent, shall not be liable for a violation of subdivision (a) unless he or she fails to correct the violation within a reasonable time after he or she either has actual notice of a deficiency or receives notice of a deficiency.

(c) On and after July 1, 1998, the rights and remedies of tenant for a violation of this section by the landlord shall include those available pursuant to Sections 1942, 1942.4, and 1942.5, an action for breach of contract, and an action for injunctive relief pursuant to Section 526 of the Code of Civil Procedure. Additionally, in an unlawful detainer action, after a default in the payment of rent, a tenant may raise the violation of this section as an affirmative defense and shall have a right to the remedies provided by Section 1174.2 of the Code of Civil Procedure.

(d) A violation of this section shall not broaden, limit, or otherwise affect the duty of care owed by a landlord pursuant to existing law, including any duty that may exist pursuant to Section 1714. The delayed applicability of the requirements of subdivision (a) shall not affect a landlord's duty to maintain the premises in safe condition.

(e) Nothing in this section shall be construed to affect any authority of any public entity that may otherwise exist to impose any additional security requirements upon a landlord.

(f) This section shall not apply to any building which has been designated as historically significant by an appropriate local, state, or federal governmental jurisdiction.

(g) Subdivisions (a) and (b) shall not apply to any building intended for human habitation which is managed, directly or indirectly, and controlled by the Department of Transportation. This exemption shall not be construed to affect the duty of the Department of Transportation to maintain the premises of these buildings in a safe condition or abrogate any express or implied statement or promise of the Department of Transportation to provide secure premises. Additionally, this exemption shall not apply to residential dwellings acquired prior to July 1, 1997, by the Department of Transportation to complete construction of state highway routes 710 and 238 and related interchanges.

(Added by Stats. 1997, Ch. 537, Sec. 1. Effective January 1, 1998.)

1941.4. The lessor of a building intended for the residential occupation of human beings shall be responsible for installing at least one usable telephone jack and for placing and maintaining the inside telephone wiring in good working order, shall ensure that the inside telephone wiring meets the applicable standards of the most recent California Electrical Code, and shall make any required repairs. The lessor shall not restrict or interfere with access by the telephone utility to its telephone network facilities up to the demarcation point separating the inside wiring.

“Inside telephone wiring” for purposes of this section, means that portion of the telephone wire that connects the telephone equipment at the customer’s premises to the telephone network at a demarcation point determined by the telephone corporation in accordance with orders of the Public Utilities Commission.

(Amended by Stats. 2013, Ch. 183, Sec. 5. (SB 745) Effective January 1, 2014.)

1941.5. (a) This section shall apply if a person is alleged to have committed abuse or violence against the eligible tenant or the immediate family or household member of the eligible tenant and the person is not a tenant of the same dwelling unit as the eligible tenant.

(b) A landlord shall, at the landlord’s own expense, change the locks of the eligible tenant’s dwelling unit upon written request of the eligible tenant not later than 24 hours after the eligible tenant gives the landlord a form of documentation described in subdivision (d) and shall give the eligible tenant a key to the new locks.

(c) (1) If a landlord fails to change the locks within 24 hours, the eligible tenant may change the locks without the landlord’s permission, notwithstanding any provision in the lease to the contrary.

(2) If the eligible tenant changes the locks pursuant to this subdivision, the following shall apply:

(A) No later than 21 days after the eligible tenant changes the locks, the landlord shall reimburse the eligible tenant for the expenses the eligible tenant incurred to change the locks.

(B) The eligible tenant shall do all of the following:

(i) Change the locks in a workmanlike manner with locks of similar or better quality than the original lock.

(ii) Notify the landlord within 24 hours that the locks have been changed.

(iii) Provide the landlord with a key by any reasonable method agreed upon by the landlord and eligible tenant.

(3) This subdivision shall apply to leases executed on or after January 1, 2011.

(d) A written request to change the locks pursuant to subdivision (b) shall include one of the following forms of documentation attached to the request:

(1) A copy of a temporary restraining order, emergency protective order, or protective order lawfully issued pursuant to Part 3 (commencing with Section 6240), Part 4 (commencing with Section 6300), or Part 5 (commencing with Section 6400) of Division 10 of the Family Code, Section 136.2 of the Penal Code, Section 527.6 of the Code of Civil Procedure, or Section 213.5 or 15657.03 of the Welfare and Institutions Code that protects the eligible tenant, household member, or immediate family member from abuse or violence.

(2) A copy of a written report by a peace officer employed by a state or local law enforcement agency acting in the peace officer’s official capacity stating that the tenant, household member, or immediate family member has filed a report alleging that the tenant, the household member, or the immediate family member is a victim of abuse or violence.

(3) (A) Documentation from a qualified third party based on information received by that third party while acting in their professional capacity to indicate that the tenant, the tenant's immediate family member, or the tenant's household member is seeking assistance for physical or mental injuries or abuse resulting from an act of abuse or violence, which shall contain, in substantially the same form, the following:

Tenant Statement and Qualified Third Party Statement under Civil Code Section 1941.5
Part I.Statement By Tenant
I, [insert name of tenant], state as follows:
I, my immediate family member, or a member of my household, have been a victim of:
[insert one or more of the following: domestic violence, sexual assault, stalking, human trafficking, elder abuse, dependent adult abuse, or a crime that caused bodily injury or death, a crime that included the exhibition, drawing, brandishing, or use of a firearm or other deadly weapon or instrument, or a crime that included the use of force against the victim or a threat of force against the victim.]
The most recent incident(s) happened on or about:
[insert date or dates.]
The incident(s) was/were committed by the following person(s), with these physical description(s), if known and safe to provide:
[if known and safe to provide, insert name(s) and physical description(s).]
(signature of tenant)(date)
Part II.Qualified Third Party Statement
I, [insert name of qualified third party], state as follows:
My business address and phone number are:
[insert business address and phone number.]
Check and complete one of the following:
____I meet the requirements for a sexual assault counselor provided in Section 1035.2 of the Evidence Code and I am either engaged in an office, hospital, institution, or center commonly known as a rape crisis center described in that section or employed by an organization providing the programs specified in Section 13835.2 of the Penal Code.
____I meet the requirements for a domestic violence counselor provided in Section 1037.1 of the Evidence Code and I am employed, whether financially compensated or not, by a domestic violence victim service organization, as defined in that section.
____I meet the requirements for a human trafficking caseworker provided in Section 1038.2 of the Evidence Code and I am employed, whether financially compensated or not, by an organization that provides programs specified in Section 18294 of the Welfare and Institutions Code or in Section 13835.2 of the Penal Code.
____I meet the definition of "victim of violent crime advocate" provided in Section 1946.7 of the Civil Code and I am employed, whether financially compensated or not, by an agency or organization that has a documented record of providing services to victims of violent crime or provides those services under the auspices or supervision of a court or a law enforcement or prosecution agency.
____I am licensed by the State of California as a:
[insert one of the following: physician and surgeon, osteopathic physician and surgeon, registered nurse, psychiatrist, psychologist, licensed clinical social worker, licensed marriage and family therapist, or licensed professional clinical counselor.] and I am licensed by, and my license

number is:
[insert name of state licensing entity and license number.]
The person who signed the Statement By Tenant above stated to me that the person, or a member of their immediate family, or a member of their household, is a victim of:
[insert one or more of the following: domestic violence, sexual assault, stalking, human trafficking, elder abuse, dependent adult abuse, a crime that caused bodily injury or death, a crime that included the exhibition, drawing, brandishing, or use of a firearm or other deadly weapon or instrument, or a crime that included the use or threat of force against the victim.]
The person further stated to me the incident(s) occurred on or about the date(s) stated above.
(signature of qualified third party)(date)

(B) The documentation may be signed by a person who meets the requirements for a sexual assault counselor, domestic violence counselor, a human trafficking caseworker, or a victim of violent crime advocate only if the documentation displays the letterhead of the office, hospital, institution, center, or organization, as appropriate, that engages or employs, whether financially compensated or not, this counselor, caseworker, or advocate.

(4) Any other form of documentation that reasonably verifies that the abuse or violence occurred, including, but not limited to, a signed statement from the eligible tenant.

(e) An eligible tenant satisfies the documentation requirements under subdivision (d) by providing one of the forms of documentation listed in subdivision (d), of the tenant's choosing.

(f) For the purposes of this section, the following definitions apply:

(1) "Abuse or violence" has the same meaning as defined in paragraph (1) of subdivision (a) of Section 1161.3 of the Code of Civil Procedure.

(2) "Eligible tenant" means either of the following:

(A) A tenant who is a victim of abuse or violence.

(B) A tenant who has an immediate family member or household member who is a victim of abuse or violence, if the tenant is not alleged to have committed the abuse or violence.

(3) "Health practitioner" means a physician and surgeon, osteopathic physician and surgeon, psychiatrist, psychologist, registered nurse, licensed clinical social worker, licensed marriage and family therapist, or a licensed professional clinical counselor.

(4) "Household member" has the same meaning as defined in paragraph (1) of subdivision (h) of Section 1946.7.

(5) "Immediate family member" has the same meaning as defined in paragraph (3) of subdivision (h) of Section 1946.7.

(6) "Locks" means any exterior lock that provides access to the dwelling.

(7) "Qualified third party" means a health practitioner, domestic violence counselor, as defined in subdivision (a) of Section 1037.1 of the Evidence Code, a sexual assault counselor, as defined in Section 1035.2 of the Evidence Code, a human trafficking caseworker, as defined in subdivision (c) of Section 1038.2 of the Evidence Code, or a victim of violent crime advocate.

(8) "Tenant" means tenant, subtenant, lessee, or sublessee.

(9) "Victim of violent crime advocate" has the same meaning as defined in paragraph (5) of subdivision (h) of Section 1946.7.

(Repealed and added by Stats. 2024, Ch. 75, Sec. 2. (SB 1051) Effective January 1, 2025.)

1941.6. (a) This section shall apply if a person who is restrained from contact with a protected tenant under a court order is a tenant of the same dwelling unit as the protected tenant.

(b) A landlord shall, at the landlord's own expense, change the locks of a protected tenant's dwelling unit upon written request of the protected tenant not later than 24 hours after the protected tenant gives the landlord a copy of a court order that excludes from the dwelling unit the restrained person referred to in subdivision (a). The landlord shall give the protected tenant a key to the new locks.

(c) (1) If a landlord fails to change the locks within 24 hours, the protected tenant may change the locks without the landlord's permission, notwithstanding any provision in the lease to the contrary.

(2) If the protected tenant changes the locks pursuant to this subdivision, both of the following shall apply:

(A) No later than 21 days after the protected tenant changes the locks, the landlord shall reimburse the protected tenant for the expenses the protected tenant incurred to change the locks.

(B) The protected tenant shall do all of the following:

(i) Change the locks in a workmanlike manner with locks of similar or better quality than the original lock.

(ii) Notify the landlord within 24 hours that the locks have been changed.

(iii) Provide the landlord with a key by any reasonable method agreed upon by the landlord and protected tenant.

(3) This subdivision shall apply to leases executed on or after January 1, 2011.

(d) Notwithstanding Section 789.3, if the locks are changed pursuant to this section, the landlord is not liable to a person excluded from the dwelling unit pursuant to this section.

(e) A person who has been excluded from a dwelling unit under this section remains liable under the lease with all other tenants of the dwelling unit for rent as provided in the lease.

(f) For the purposes of this section, the following definitions shall apply:

(1) "Court order" means a court order lawfully issued within the last 180 days pursuant to Section 527.6 of the Code of Civil Procedure, Part 3 (commencing with Section 6240), Part 4 (commencing with Section 6300), or Part 5 (commencing with Section 6400) of Division 10 of the Family Code, Section 136.2 of the Penal Code, or Section 213.5 of the Welfare and Institutions Code.

(2) "Locks" means any exterior lock that provides access to the dwelling.

(3) "Protected tenant" means a tenant who has obtained a court order.

(4) "Tenant" means tenant, subtenant, lessee, or sublessee.

(Amended by Stats. 2024, Ch. 75, Sec. 3. (SB 1051) Effective January 1, 2025.)

1941.7. (a) An obligation shall not arise under Section 1941 or 1942 to repair a dilapidation relating to the presence of mold pursuant to paragraph (13) of subdivision (a) of Section 17920.3 of the Health and Safety Code until the lessor has notice of the dilapidation or if the tenant is in violation of Section 1941.2.

(b) A landlord may enter a dwelling unit to repair a dilapidation relating to the presence of mold pursuant to paragraph (13) of subdivision (a) of Section 17920.3 of the Health and Safety Code provided the landlord complies with the provisions of Section 1954.

(Added by Stats. 2015, Ch. 720, Sec. 1. (SB 655) Effective January 1, 2016.)

1942. (a) If within a reasonable time after written or oral notice to the landlord or his agent, as defined in subdivision (a) of Section 1962, of dilapidations rendering the premises untenantable which the landlord ought to repair, the landlord neglects to do so, the tenant may repair the same himself where the cost of such repairs does not require an expenditure more than one month's rent of the premises and deduct the expenses of such repairs from the rent when due, or the tenant may vacate the premises, in which case the tenant shall be discharged from further payment of rent, or performance of other conditions as of the date of vacating the premises. This remedy shall not be available to the tenant more than twice in any 12-month period.

(b) For the purposes of this section, if a tenant acts to repair and deduct after the 30th day following notice, he is presumed to have acted after a reasonable time. The presumption established by this subdivision is a rebuttable presumption affecting the burden of producing evidence and shall not be construed to prevent a tenant from repairing and deducting after a shorter notice if all the circumstances require shorter notice.

(c) The tenant's remedy under subdivision (a) shall not be available if the condition was caused by the violation of Section 1929 or 1941.2.

(d) The remedy provided by this section is in addition to any other remedy provided by this chapter, the rental agreement, or other applicable statutory or common law.

(Amended by Stats. 1979, Ch. 307.)

1942.1. Any agreement by a lessee of a dwelling waiving or modifying his rights under Section 1941 or 1942 shall be void as contrary to public policy with respect to any condition which renders the premises untenantable, except that the lessor and the

lessee may agree that the lessee shall undertake to improve, repair or maintain all or stipulated portions of the dwelling as part of the consideration for rental.

The lessor and lessee may, if an agreement is in writing, set forth the provisions of Sections 1941 to 1942.1, inclusive, and provide that any controversy relating to a condition of the premises claimed to make them untenantable may by application of either party be submitted to arbitration, pursuant to the provisions of Title 9 (commencing with Section 1280), Part 3 of the Code of Civil Procedure, and that the costs of such arbitration shall be apportioned by the arbitrator between the parties.

(Added by Stats. 1970, Ch. 1280.)

1942.2. A tenant who has made a payment to a utility pursuant to Section 777, 777.1, 10009, 10009.1, 12822, 12822.1, 16481, or 16481.1 of the Public Utilities Code, or to a district pursuant to Section 60371 of the Government Code, may deduct the payment from the rent as provided in that section.

(Amended by Stats. 2014, Ch. 913, Sec. 6. (AB 2747) Effective January 1, 2015.)

1942.3. (a) In any unlawful detainer action by the landlord to recover possession from a tenant, a rebuttable presumption affecting the burden of producing evidence that the landlord has breached the habitability requirements in Section 1941 is created if all of the following conditions exist:

(1) The dwelling substantially lacks any of the affirmative standard characteristics listed in Section 1941.1, is deemed and declared substandard pursuant to Section 17920.3 of the Health and Safety Code, or contains lead hazards as defined in Section 17920.10 of the Health and Safety Code.

(2) A public officer or employee who is responsible for the enforcement of any housing law has notified the landlord, or an agent of the landlord, in a written notice issued after inspection of the premises which informs the landlord of his or her obligation to abate the nuisance or repair the substandard or unsafe conditions identified under the authority described in paragraph (1).

(3) The conditions have existed and have not been abated 60 days beyond the date of issuance of the notice specified in paragraph (2) and the delay is without good cause.

(4) The conditions were not caused by an act or omission of the tenant or lessee in violation of Section 1929 or 1941.2.

(b) The presumption specified in subdivision (a) does not arise unless all of the conditions set forth therein are proven, but failure to so establish the presumption shall not otherwise affect the right of the tenant to raise and pursue any defense based on the landlord's breach of the implied warranty of habitability.

(c) The presumption provided in this section shall apply only to rental agreements or leases entered into or renewed on or after January 1, 1986.

(Amended by Stats. 2005, Ch. 595, Sec. 2. Effective January 1, 2006.)

1942.4. (a) A landlord of a dwelling may not demand rent, collect rent, issue a notice of a rent increase, or issue a three-day notice to pay rent or quit pursuant to subdivision (2) of Section 1161 of the Code of Civil Procedure, if all of the following conditions exist prior to the landlord's demand or notice:

(1) The dwelling substantially lacks any of the affirmative standard characteristics listed in Section 1941.1 or violates Section 17920.10 of the Health and Safety Code, or is deemed and declared substandard as set forth in Section 17920.3 of the Health and Safety Code because conditions listed in that section exist to an extent that endangers the life, limb, health, property, safety, or welfare of the public or the occupants of the dwelling.

(2) A public officer or employee who is responsible for the enforcement of any housing law, after inspecting the premises, has notified the landlord or the landlord's agent in writing of his or her obligations to abate the nuisance or repair the substandard conditions.

(3) The conditions have existed and have not been abated 35 days beyond the date of service of the notice specified in paragraph (2) and the delay is without good cause. For purposes of this subdivision, service shall be complete at the time of deposit in the United States mail.

(4) The conditions were not caused by an act or omission of the tenant or lessee in violation of Section 1929 or 1941.2.

(b) (1) A landlord who violates this section is liable to the tenant or lessee for the actual damages sustained by the tenant or lessee and special damages of not less than one hundred dollars ($100) and not more than five thousand dollars ($5,000).

(2) The prevailing party shall be entitled to recovery of reasonable attorney's fees and costs of the suit in an amount fixed by the court.

(c) Any court that awards damages under this section may also order the landlord to abate any nuisance at the rental dwelling and to repair any substandard conditions of the rental dwelling, as defined in Section 1941.1, which significantly or materially affect the health or safety of the occupants of the rental dwelling and are uncorrected. If the court orders repairs or corrections, or both, the court's jurisdiction continues over the matter for the purpose of ensuring compliance.

(d) The tenant or lessee shall be under no obligation to undertake any other remedy prior to exercising his or her rights under this section.

(e) Any action under this section may be maintained in small claims court if the claim does not exceed the jurisdictional limit of that court.

(f) The remedy provided by this section may be utilized in addition to any other remedy provided by this chapter, the rental agreement, lease, or other applicable statutory or common law. Nothing in this section shall require any landlord to comply with this section if he or she pursues his or her rights pursuant to Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 of the Government Code.

(Amended by Stats. 2003, Ch. 109, Sec. 1. Effective January 1, 2004.)

1942.5. (a) If the lessor retaliates against the lessee because of the exercise by the lessee of the lessee's rights under this chapter or because of the lessee's complaint to an appropriate agency as to tenantability of a dwelling, and if the lessee of a dwelling is not in default as to the payment of rent, the lessor may not recover possession of a dwelling in any action or proceeding, cause the lessee to quit involuntarily, increase the rent, or decrease any services within 180 days of any of the following:

(1) After the date upon which the lessee, in good faith, has given notice pursuant to Section 1942, has provided notice of a suspected bed bug infestation, or has made an oral complaint to the lessor regarding tenantability.

(2) After the date upon which the lessee, in good faith, has filed a written complaint, or an oral complaint which is registered or otherwise recorded in writing, with an appropriate agency, of which the lessor has notice, for the purpose of obtaining correction of a condition relating to tenantability.

(3) After the date of an inspection or issuance of a citation, resulting from a complaint described in paragraph (2) of which the lessor did not have notice.

(4) After the filing of appropriate documents commencing a judicial or arbitration proceeding involving the issue of tenantability.

(5) After entry of judgment or the signing of an arbitration award, if any, when in the judicial proceeding or arbitration the issue of tenantability is determined adversely to the lessor.

In each instance, the 180-day period shall run from the latest applicable date referred to in paragraphs (1) to (5), inclusive.

(b) A lessee may not invoke subdivision (a) more than once in any 12-month period.

(c) To report, or to threaten to report, the lessee or individuals known to the landlord to be associated with the lessee to immigration authorities is a form of retaliatory conduct prohibited under subdivision (a). This subdivision shall in no way limit the definition of retaliatory conduct prohibited under this section.

(d) Notwithstanding subdivision (a), it is unlawful for a lessor to increase rent, decrease services, cause a lessee to quit involuntarily, bring an action to recover possession, or threaten to do any of those acts, for the purpose of retaliating against the lessee because the lessee has lawfully organized or participated in a lessees' association or an organization advocating lessees' rights or has lawfully and peaceably exercised any rights under the law. In an action brought by or against the lessee pursuant to this subdivision, the lessee shall bear the burden of producing evidence that the lessor's conduct was, in fact, retaliatory.

(e) To report, or to threaten to report, the lessee or individuals known to the landlord to be associated with the lessee to immigration authorities is a form of retaliatory conduct prohibited under subdivision (d). This subdivision shall in no way limit the definition of retaliatory conduct prohibited under this section.

(f) This section does not limit in any way the exercise by the lessor of the lessor's rights under any lease or agreement or any law pertaining to the hiring of property or the lessor's right to do any of the acts described in subdivision (a) or (d) for any lawful cause. Any waiver by a lessee of the lessee's rights under this section is void as contrary to public policy.

(g) Notwithstanding subdivisions (a) to (f), inclusive, a lessor may recover possession of a dwelling and do any of the other acts described in subdivision (a) within the period or periods prescribed therein, or within subdivision (d), if the notice of termination, rent increase, or other act, and any pleading or statement of issues in an arbitration, if any, states the ground upon which the lessor, in

good faith, seeks to recover possession, increase rent, or do any of the other acts described in subdivision (a) or (d). If the statement is controverted, the lessor shall establish its truth at the trial or other hearing.

(h) Any lessor or agent of a lessor who violates this section shall be liable to the lessee in a civil action for all of the following:

(1) The actual damages sustained by the lessee.

(2) Punitive damages in an amount of not less than one hundred dollars ($100) nor more than two thousand dollars ($2,000) for each retaliatory act where the lessor or agent has been guilty of fraud, oppression, or malice with respect to that act.

(i) In any action brought for damages for retaliatory eviction, the court shall award reasonable attorney's fees to the prevailing party if either party requests attorney's fees upon the initiation of the action.

(j) The remedies provided by this section shall be in addition to any other remedies provided by statutory or decisional law.

(k) A lessor does not violate subdivision (c) or (e) by complying with any legal obligation under any federal government program that provides for rent limitations or rental assistance to a qualified tenant.

(l) This section shall become operative on October 1, 2021.

(Amended (as amended by Stats. 2021, Ch. 2, Sec. 6) by Stats. 2021, Ch. 27, Sec. 5. (AB 832) Effective June 28, 2021. Operative October 1, 2021, by its own provisions.)

1942.6. Any person entering onto residential real property, upon the invitation of an occupant, during reasonable hours or because of emergency circumstances, for the purpose of providing information regarding tenants' rights or to participate in a lessees' association or association of tenants or an association that advocates tenants' rights shall not be liable in any criminal or civil action for trespass.

The Legislature finds and declares that this section is declaratory of existing law. Nothing in this section shall be construed to enlarge or diminish the rights of any person under existing law.

(Added by Stats. 1999, Ch. 590, Sec. 1. Effective January 1, 2000.)

1942.7. (a) A person or corporation that occupies, owns, manages, or provides services in connection with any real property, including the individual's or corporation's agents or successors in interest, and that allows an animal on the premises, shall not do any of the following:

(1) Advertise, through any means, the availability of real property for occupancy in a manner designed to discourage application for occupancy of that real property because an applicant's animal has not been declawed or devocalized.

(2) Refuse to allow the occupancy of any real property, refuse to negotiate the occupancy of any real property, or otherwise make unavailable or deny to any other person the occupancy of any real property because of that person's refusal to declaw or devocalize any animal.

(3) Require any tenant or occupant of real property to declaw or devocalize any animal allowed on the premises.

(b) For purposes of this section, the following definitions apply:

(1) "Animal" means any mammal, bird, reptile, or amphibian.

(2) "Application for occupancy" means all phases of the process of applying for the right to occupy real property, including, but not limited to, filling out applications, interviewing, and submitting references.

(3) "Claw" means a hardened keratinized modification of the epidermis, or a hardened keratinized growth, that extends from the end of the digits of certain mammals, birds, reptiles, and amphibians, often commonly referred to as a "claw," "talon," or "nail."

(4) "Declawing" means performing, procuring, or arranging for any procedure, such as an onychectomy, tendonectomy, or phalangectomy, to remove or to prevent the normal function of an animal's claw or claws.

(5) "Devocalizing" means performing, procuring, or arranging for any surgical procedure such as a vocal cordectomy, to remove an animal's vocal cords or to prevent the normal function of an animal's vocal cords.

(6) "Owner" means any person who has any right, title, or interest in real property.

(c) (1) A city attorney, district attorney, or other law enforcement prosecutorial entity has standing to enforce this section and may sue for declaratory relief or injunctive relief for a violation of this section, and to enforce the civil penalties provided in paragraphs (2) and (3).

(2) In addition to any other penalty allowed by law, a violation of paragraph (1) of subdivision (a) shall result in a civil penalty of not more than one thousand dollars ($1,000) per advertisement, to be paid to the entity that is authorized to bring the action under this section.

(3) In addition to any other penalty allowed by law, a violation of paragraph (2) or (3) of subdivision (a) shall result in a civil penalty of not more than one thousand dollars ($1,000) per animal, to be paid to the entity that is authorized to bring the action under this section.

(Added by Stats. 2012, Ch. 596, Sec. 2. (SB 1229) Effective January 1, 2013.)

1942.9. (a) Notwithstanding any other law, a landlord shall not, with respect to a tenant who has COVID-19 rental debt, as that term is defined in Section 1179.02 of the Code of Civil Procedure, and who has submitted a declaration of COVID-19-related financial distress, as defined in Section 1179.02 of the Code of Civil Procedure, do either of the following:

(1) Charge a tenant, or attempt to collect from a tenant, fees assessed for the late payment of that COVID-19 rental debt.

(2) Increase fees charged to the tenant or charge the tenant fees for services previously provided by the landlord without charge.

(b) Notwithstanding any other law, a landlord who temporarily reduces or makes unavailable a service or amenity as the result of compliance with federal, state, or local public health orders or guidelines shall not be considered to have violated the rental or lease agreement, nor to have provided different terms or conditions of tenancy or reduced services for purposes of any law, ordinance, rule, regulation, or initiative measure adopted by a local governmental entity that establishes a maximum amount that a landlord may charge a tenant for rent.

(Amended by Stats. 2021, Ch. 5, Sec. 6. (AB 81) Effective February 23, 2021.)

1943. A hiring of real property, other than lodgings and dwelling-houses, in places where there is no custom or usage on the subject, is presumed to be a month to month tenancy unless otherwise designated in writing; except that, in the case of real property used for agricultural or grazing purposes a hiring is presumed to be for one year from its commencement unless otherwise expressed in the hiring.

(Amended by Stats. 1953, Ch. 1541.)

1944. A hiring of lodgings or a dwelling house for an unspecified term is presumed to have been made for such length of time as the parties adopt for the estimation of the rent. Thus a hiring at a monthly rate of rent is presumed to be for one month. In the absence of any agreement respecting the length of time or the rent, the hiring is presumed to be monthly.

(Enacted 1872.)

1945. If a lessee of real property remains in possession thereof after the expiration of the hiring, and the lessor accepts rent from him, the parties are presumed to have renewed the hiring on the same terms and for the same time, not exceeding one month when the rent is payable monthly, nor in any case one year.

(Enacted 1872.)

1945.5. Notwithstanding any other provision of law, any term of a lease executed after the effective date of this section for the hiring of residential real property which provides for the automatic renewal or extension of the lease for all or part of the full term of the lease if the lessee remains in possession after the expiration of the lease or fails to give notice of his intent not to renew or extend before the expiration of the lease shall be voidable by the party who did not prepare the lease unless such renewal or extension provision appears in at least eight-point boldface type, if the contract is printed, in the body of the lease agreement and a recital of the fact that such provision is contained in the body of the agreement appears in at least eight-point boldface type, if the contract is printed, immediately prior to the place where the lessee executes the agreement. In such case, the presumption in Section 1945 of this code shall apply.

Any waiver of the provisions of this section is void as against public policy.

(Amended by Stats. 1976, Ch. 1107.)

1946. (a) A hiring of real property, for a term not specified by the parties, is deemed to be renewed as stated in Section 1945, at the end of the term implied by law unless one of the parties gives written notice to the other of that party's intention to terminate the same, at least as long before the expiration thereof as the term of the hiring itself, not exceeding 30 days; provided, however, that as to tenancies from month to month either of the parties may terminate the same by giving at least 30 days' written notice thereof at any time and the rent shall be due and payable to and including the date of termination. It shall be competent for the parties to provide by an agreement at the time the tenancy is created that a notice of the intention to terminate the same may be given at any

time not less than seven days before the expiration of the term thereof. The notice herein required shall be given in the manner prescribed in Section 1162 of the Code of Civil Procedure or by sending a copy by certified or registered mail addressed to the other party. In addition, the lessee may give the notice by sending a copy by certified or registered mail addressed to the agent of the lessor to whom the lessee has paid the rent for the month prior to the date of the notice or by delivering a copy to the agent personally. The notice given by the lessor shall also contain, in substantially the same form, the following:

"State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out."

(b) A landlord or its agent shall not charge a tenant a fee for serving, posting, or otherwise delivering any notice, as described in this section.

(Amended by Stats. 2024, Ch. 287, Sec. 1. (SB 611) Effective January 1, 2025.)

1946.1. (a) Notwithstanding Section 1946, a hiring of residential real property or commercial real property by a qualified commercial tenant for a term not specified by the parties, is deemed to be renewed as stated in Section 1945, at the end of the term implied by law unless one of the parties gives written notice to the other of the party's intention to terminate the tenancy, as provided in this section.

(b) An owner of a residential dwelling or commercial real property hired by a qualified commercial tenant giving notice pursuant to this section shall give notice at least 60 days prior to the proposed date of termination. A tenant giving notice pursuant to this section shall give notice for a period at least as long as the term of the periodic tenancy prior to the proposed date of termination.

(c) Notwithstanding subdivision (b), an owner of a residential dwelling or commercial real property hired by a qualified commercial tenant giving notice pursuant to this section shall give notice at least 30 days prior to the proposed date of termination if a tenant or resident has resided in the dwelling or occupied the property for less than one year.

(d) Notwithstanding subdivision (b), an owner of a residential dwelling giving notice pursuant to this section shall give notice at least 30 days prior to the proposed date of termination if all of the following apply:

(1) The dwelling or unit is alienable separate from the title to any other dwelling unit.

(2) The owner has contracted to sell the dwelling or unit to a bona fide purchaser for value, and has established an escrow with a title insurer or an underwritten title company, as defined in Sections 12340.4 and 12340.5 of the Insurance Code, respectively, a licensed escrow agent, as defined in Sections 17004 and 17200 of the Financial Code, or a licensed real estate broker, as defined in Section 10131 of the Business and Professions Code.

(3) The purchaser is a natural person or persons.

(4) The notice is given no more than 120 days after the escrow has been established.

(5) Notice was not previously given to the tenant pursuant to this section.

(6) The purchaser in good faith intends to reside in the property for at least one full year after the termination of the tenancy.

(e) After an owner has given notice of the owner's intention to terminate the tenancy pursuant to this section, a tenant may also give notice of the tenant's intention to terminate the tenancy pursuant to this section, provided that the tenant's notice is for a period at least as long as the term of the periodic tenancy and the proposed date of termination occurs before the owner's proposed date of termination.

(f) The notices required by this section shall be given in the manner prescribed in Section 1162 of the Code of Civil Procedure or by sending a copy by certified or registered mail.

(g) This section may not be construed to affect the authority of a public entity that otherwise exists to regulate or monitor the basis for eviction.

(h) A notice given by an owner pursuant to this section shall contain, in substantially the same form, the following:

"State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out."

(i) A landlord or its agent shall not charge a tenant a fee for serving, posting, or otherwise delivering any notice, as described in this section.

(j) A landlord of a commercial real property shall include in the notice required by this section information on the provisions of this section.

(k) For the purposes of this section, the following definitions apply:

(1) “Commercial real property” means all real property in this state, except dwelling units subject to this chapter, mobilehomes as defined in Section 798.3, and recreational vehicles as defined in Section 799.29.

(2) “Microenterprise” has the same meaning as that term is defined in subdivision (a) of Section 18000 of the Business and Professions Code.

(3) “Nonprofit organization” means any private, nonprofit organization that qualifies under Section 501(c)(3) of the United States Internal Revenue Code of 1986.

(4) “Qualified commercial tenant” means a tenant of commercial real property that meets both of the following requirements:

(A) The tenant is a microenterprise, a restaurant with fewer than 10 employees, or a nonprofit organization with fewer than 20 employees.

(B) (i) Subject to clause (ii), the tenant has provided the landlord, within the previous 12 months, a written notice that the tenant is a qualified commercial tenant and a self-attestation regarding the number of employees, at such time the protections under this section come into place.

(ii) Unless the tenancy is from week to week, month to month, or other period less than a month, the tenant provided the notice and self-attestation described in clause (i) before or upon execution of the lease, and annually thereafter, at such time the protections under this section come into place.

(Amended by Stats. 2024, Ch. 1015, Sec. 3.5. (SB 1103) Effective January 1, 2025.)

1946.2. (a) Notwithstanding any other law, after a tenant has continuously and lawfully occupied a residential real property for 12 months, the owner of the residential real property shall not terminate a tenancy without just cause, which shall be stated in the written notice to terminate tenancy. If any additional adult tenants are added to the lease before an existing tenant has continuously and lawfully occupied the residential real property for 24 months, then this subdivision shall only apply if either of the following are satisfied:

(1) All of the tenants have continuously and lawfully occupied the residential real property for 12 months or more.

(2) One or more tenants have continuously and lawfully occupied the residential real property for 24 months or more.

(b) For purposes of this section, “just cause” means either of the following:

(1) At-fault just cause, which means any of the following:

(A) Default in the payment of rent.

(B) A breach of a material term of the lease, as described in paragraph (3) of Section 1161 of the Code of Civil Procedure, including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.

(C) Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(D) Committing waste as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(E) The tenant had a written lease that terminated on or after January 1, 2020, or January 1, 2022, if the lease is for a tenancy in a mobilehome, and after a written request or demand from the owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate this section or any other provision of law.

(F) Criminal activity by the tenant on the residential real property, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section 422 of the Penal Code, on or off the residential real property, that is directed at any owner or agent of the owner of the residential real property.

(G) Assigning or subletting the premises in violation of the tenant's lease, as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(H) The tenant's refusal to allow the owner to enter the residential real property as authorized by Sections 1101.5 and 1954 of this code, and Sections 13113.7 and 17926.1 of the Health and Safety Code.

(I) Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(J) The employee, agent, or licensee's failure to vacate after their termination as an employee, agent, or a licensee as described in paragraph (1) of Section 1161 of the Code of Civil Procedure.

(K) When the tenant fails to deliver possession of the residential real property after providing the owner written notice as provided in Section 1946 of the tenant's intention to terminate the hiring of the real property, or makes a written offer to surrender that is accepted in writing by the owner, but fails to deliver possession at the time specified in that written notice as described in paragraph (5) of Section 1161 of the Code of Civil Procedure.

(2) No-fault just cause, which means any of the following:

(A) (i) Intent to occupy the residential real property by the owner or the owner's spouse, domestic partner, children, grandchildren, parents, or grandparents for a minimum of 12 continuous months as that person's primary residence.

(ii) For leases entered into on or after July 1, 2020, or July 1, 2022, if the lease is for a tenancy in a mobilehome, clause (i) shall apply only if the tenant agrees, in writing, to the termination, or if a provision of the lease allows the owner to terminate the lease if the owner, or the owner's spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property. Addition of a provision allowing the owner to terminate the lease as described in this clause to a new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1).

(iii) This subparagraph does not apply if the intended occupant occupies a rental unit on the property or if a vacancy of a similar unit already exists at the property.

(iv) The written notice terminating a tenancy for a just cause pursuant to this subparagraph shall contain the name or names and relationship to the owner of the intended occupant. The written notice shall additionally include notification that the tenant may request proof that the intended occupant is an owner or related to the owner as defined in subclause (II) of clause (viii). The proof shall be provided upon request and may include an operating agreement and other non-public documents.

(v) Clause (i) applies only if the intended occupant moves into the rental unit within 90 days after the tenant vacates and occupies the rental unit as a primary residence for at least 12 consecutive months.

(vi) (I) If the intended occupant fails to occupy the rental unit within 90 days after the tenant vacates or fails to occupy the rental unit as their primary residence for at least 12 consecutive months, the owner shall offer the unit to the tenant who vacated it at the same rent and lease terms in effect at the time the tenant vacated and shall reimburse the tenant for reasonable moving expenses incurred in excess of any relocation assistance that was paid to the tenant in connection with the written notice.

(II) If the intended occupant moves into the rental unit within 90 days after the tenant vacates, but dies before having occupied the rental unit as a primary residence for 12 months, as required by clause (vi), this will not be considered a failure to comply with this section or a material violation of this section by the owner as provided in subdivision (h).

(vii) For a new tenancy commenced during the time periods described in clause (v), the accommodations shall be offered and rented or leased at the lawful rent in effect at the time any notice of termination of tenancy is served.

(viii) As used in this subparagraph:

(I) "Intended occupant" means the owner of the residential real property or the owner's spouse, domestic partner, child, grandchild, parent, or grandparent, as described in clause (i).

(II) "Owner" means any of the following:

(ia) An owner who is a natural person that has at least a 25-percent recorded ownership interest in the property.

(ib) An owner who is a natural person who has any recorded ownership interest in the property if 100 percent of the recorded ownership is divided among owners who are related to each other as sibling, spouse, domestic partner, child, parent, grandparent, or grandchild.

(ic) An owner who is a natural person whose recorded interest in the property is owned through a limited liability company or partnership.

(III) For purposes of subclause (II), "natural person" includes any of the following:

(ia) A natural person who is a settlor or beneficiary of a family trust.

(ib) If the property is owned by a limited liability company or partnership, a natural person who is a beneficial owner with at least a 25-percent ownership interest in the property.

(IV) "Family trust" means a revocable living trust or irrevocable trust in which the settlors and beneficiaries of the trust are persons who are related to each other as sibling, spouse, domestic partner, child, parent, grandparent, or grandchild.

(V) "Beneficial owner" means a natural person or family trust for whom, directly or indirectly and through any contract arrangement, understanding, relationship, or otherwise, and any of the following applies:

(ia) The natural person exercises substantial control over a partnership or limited liability company.

(ib) The natural person owns 25 percent or more of the equity interest of a partnership or limited liability company.

(ic) The natural person receives substantial economic benefits from the assets of a partnership.

(B) Withdrawal of the residential real property from the rental market.

(C) (i) The owner complying with any of the following:

(I) An order issued by a government agency or court relating to habitability that necessitates vacating the residential real property.

(II) An order issued by a government agency or court to vacate the residential real property.

(III) A local ordinance that necessitates vacating the residential real property.

(ii) If it is determined by any government agency or court that the tenant is at fault for the condition or conditions triggering the order or need to vacate under clause (i), the tenant shall not be entitled to relocation assistance as outlined in paragraph (3) of subdivision (d).

(D) (i) Intent to demolish or to substantially remodel the residential real property.

(ii) For purposes of this subparagraph, "substantially remodel" means either of the following that cannot be reasonably accomplished in a safe manner that allows the tenant to remain living in the place and that requires the tenant to vacate the residential real property for at least 30 consecutive days:

(I) The replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency.

(II) The abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws.

(iii) For purposes of this subparagraph, a tenant is not required to vacate the residential real property on any days where a tenant could continue living in the residential real property without violating health, safety, and habitability codes and laws. 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 remodel.

(iv) A written notice terminating a tenancy for a just cause pursuant to this subparagraph shall include all of the following information:

(I) A statement informing the tenant of the owner's intent to demolish the property or substantially remodel the rental unit property.

(II) The following statement:

"If the substantial remodel of your unit or demolition of the property as described in this notice of termination is not commenced or completed, the owner must offer you the opportunity to re-rent your unit with a rental agreement containing the same terms as your most recent rental agreement with the owner at the rental rate that was in effect at the time you vacated. You must notify the owner

within thirty (30) days of receipt of the offer to re-rent of your acceptance or rejection of the offer, and, if accepted, you must reoccupy the unit within thirty (30) days of notifying the owner of your acceptance of the offer."

(III) A description of the substantial remodel to be completed, the approximate expected duration of the substantial remodel, or if the property is to be demolished, the expected date by which the property will be demolished, together with one of the following:

(ia) A copy of the permit or permits required to undertake the substantial remodel or demolition.

(ib) Only if a notice is issued pursuant to subclause (II) of clause (ii) and the remodel does not require any permit, a copy of the signed contract with the contractor hired by the owner to complete the substantial remodel, that reasonably details the work that will be undertaken to abate the hazardous materials as described in subclause (II) of clause (ii).

(IV) A notification that if the tenant is interested in reoccupying the rental unit following the substantial remodel, the tenant shall inform the owner of the tenant's interest in reoccupying the rental unit following the substantial remodel and provide to the owner the tenant's address, telephone number, and email address.

(c) Before an owner of residential real property issues a notice to terminate a tenancy for just cause that is a curable lease violation, the owner shall first give notice of the violation to the tenant with an opportunity to cure the violation pursuant to paragraph (3) of Section 1161 of the Code of Civil Procedure. If the violation is not cured within the time period set forth in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served to terminate the tenancy.

(d) (1) For a tenancy for which just cause is required to terminate the tenancy under subdivision (a), if an owner of residential real property issues a termination notice based on a no-fault just cause described in paragraph (2) of subdivision (b), the owner shall, regardless of the tenant's income, at the owner's option, do one of the following:

(A) Assist the tenant to relocate by providing a direct payment to the tenant as described in paragraph (3).

(B) Waive in writing the payment of rent for the final month of the tenancy, prior to the rent becoming due.

(2) If an owner issues a notice to terminate a tenancy for no-fault just cause, the owner shall notify the tenant in the written termination notice of the tenant's right to relocation assistance or rent waiver pursuant to this section. If the owner elects to waive the rent for the final month of the tenancy as provided in subparagraph (B) of paragraph (1), the notice shall state the amount of rent waived and that no rent is due for the final month of the tenancy.

(3) (A) The amount of relocation assistance or rent waiver shall be equal to one month of the tenant's rent that was in effect when the owner issued the notice to terminate the tenancy. Any relocation assistance shall be provided within 15 calendar days of service of the notice.

(B) If a tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance or rent waiver provided pursuant to this subdivision shall be recoverable as damages in an action to recover possession.

(C) The relocation assistance or rent waiver required by this subdivision shall be credited against any other relocation assistance required by any other law.

(4) An owner's failure to strictly comply with this subdivision shall render the notice of termination void.

(e) This section shall not apply to the following types of residential real properties or residential circumstances:

(1) Transient and tourist hotel occupancy as defined in subdivision (b) of Section 1940.

(2) Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in Section 1569.2 of the Health and Safety Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the State Department of Social Services.

(3) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.

(4) Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the residential real property.

(5) Single-family owner-occupied residences, including both of the following:

(A) A residence in which the owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or a junior accessory dwelling unit.

(B) A mobilehome.

(6) A property containing two separate dwelling units within a single structure in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy, and neither unit is an accessory dwelling unit or a junior accessory dwelling unit.

(7) Housing that has been issued a certificate of occupancy within the previous 15 years, unless the housing is a mobilehome.

(8) Residential real property, including a mobilehome, that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

(A) The owner is not any of the following:

(i) A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.

(ii) A corporation.

(iii) A limited liability company in which at least one member is a corporation.

(iv) Management of a mobilehome park, as defined in Section 798.2.

(B) (i) The tenants have been provided written notice that the residential property is exempt from this section using the following statement:

"This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation."

(ii) (I) Except as provided in subclause (II), for a tenancy existing before July 1, 2020, the notice required under clause (i) may, but is not required to, be provided in the rental agreement.

(II) For a tenancy in a mobilehome existing before July 1, 2022, the notice required under clause (i) may, but is not required to, be provided in the rental agreement.

(iii) (I) Except as provided in subclause (II), for any tenancy commenced or renewed on or after July 1, 2020, the notice required under clause (i) must be provided in the rental agreement.

(II) For any tenancy in a mobilehome commenced or renewed on or after July 1, 2022, the notice required under clause (i) shall be provided in the rental agreement.

(iv) Addition of a provision containing the notice required under clause (i) to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1) of subdivision (b).

(9) 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.

(f) An owner of residential real property subject to this section shall provide notice to the tenant as follows:

(1) (A) Except as provided in subparagraph (B), for any tenancy commenced or renewed on or after July 1, 2020, as an addendum to the lease or rental agreement, or as a written notice signed by the tenant, with a copy provided to the tenant.

(B) For a tenancy in a mobilehome commenced or renewed on or after July 1, 2022, as an addendum to the lease or rental agreement, or as a written notice signed by the tenant, with a copy provided to the tenant.

(2) (A) Except as provided in subparagraph (B), for a tenancy existing prior to July 1, 2020, by written notice to the tenant no later than August 1, 2020, or as an addendum to the lease or rental agreement.

(B) For a tenancy in a mobilehome existing prior to July 1, 2022, by written notice to the tenant no later than August 1, 2022, or as an addendum to the lease or rental agreement.

(3) The notification or lease provision shall be in no less than 12-point type, and shall include the following:

“California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.”

The notification or lease provision shall be subject to Section 1632.

(g) An owner’s failure to comply with any provision of this section shall render the written termination notice void.

(h) (1) An owner who attempts to recover possession of a rental unit in material violation of this section shall be liable to the tenant in a civil action for all of the following:

(A) Actual damages.

(B) In the court’s discretion, reasonable attorney’s fees and costs.

(C) Upon a showing that the owner has acted willfully or with oppression, fraud, or malice, up to three times the actual damages. An award may also be entered for punitive damages for the benefit of the tenant against the owner.

(2) The Attorney General, in the name of the people of the State of California, and the city attorney or county counsel in the jurisdiction in which the rental unit is located, in the name of the city or county, may seek injunctive relief based on violations of this section.

(i) (1) This section does not apply to the following residential real property:

(A) Residential real property subject to a local ordinance requiring just cause for termination of a residential tenancy adopted on or before September 1, 2019, in which case the local ordinance shall apply.

(B) Residential real property subject to a local ordinance requiring just cause for termination of a residential tenancy adopted or amended after September 1, 2019, that is more protective than this section, in which case the local ordinance shall apply. For purposes of this subparagraph, an ordinance is “more protective” if it meets all of the following criteria:

(i) The just cause for termination of a residential tenancy under the local ordinance is consistent with this section.

(ii) The ordinance further limits the reasons for termination of a residential tenancy, provides for higher relocation assistance amounts, or provides additional tenant protections that are not prohibited by any other provision of law.

(iii) The local government has made a binding finding within their local ordinance that the ordinance is more protective than the provisions of this section.

(2) A residential real property shall not be subject to both a local ordinance requiring just cause for termination of a residential tenancy and this section.

(3) A local ordinance adopted after September 1, 2019, that is less protective than this section shall not be enforced unless this section is repealed.

(j) Any waiver of the rights under this section shall be void as contrary to public policy.

(k) For the purposes of this section, the following definitions shall apply:

(1) “Owner” includes any person, acting as principal or through an agent, having the right to offer residential real property for rent, and includes a predecessor in interest to the owner.

(2) “Residential real property” means any dwelling or unit that is intended for human habitation, including any dwelling or unit in a mobilehome park.

(3) “Tenancy” means the lawful occupation of residential real property and includes a lease or sublease.

(l) This section shall not apply to a homeowner of a mobilehome, as defined in Section 798.9.

(m) This section shall become operative on April 1, 2024.

(n) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

(Amended (as added by Stats. 2023, Ch. 290, Sec. 2) by Stats. 2024, Ch. 8, Sec. 1. (SB 479) Effective March 25, 2024. Operative April 1, 2024, by its own provisions. Repealed as of January 1, 2030, by its own provisions.)

1946.5. (a) The hiring of a room by a lodger on a periodic basis within a dwelling unit occupied by the owner may be terminated by either party giving written notice to the other of his or her intention to terminate the hiring, at least as long before the expiration of the term of the hiring as specified in Section 1946. The notice shall be given in a manner prescribed in Section 1162 of the Code of Civil Procedure or by certified or registered mail, restricted delivery, to the other party, with a return receipt requested.

(b) Upon expiration of the notice period provided in the notice of termination given pursuant to subdivision (a), any right of the lodger to remain in the dwelling unit or any part thereof is terminated by operation of law. The lodger's removal from the premises may thereafter be effected pursuant to the provisions of Section 602.3 of the Penal Code or other applicable provisions of law.

(c) As used in this section, "lodger" means a person contracting with the owner of a dwelling unit for a room or room and board within the dwelling unit personally occupied by the owner, where the owner retains a right of access to all areas of the dwelling unit occupied by the lodger and has overall control of the dwelling unit.

(d) This section applies only to owner-occupied dwellings where a single lodger resides. Nothing in this section shall be construed to determine or affect in any way the rights of persons residing as lodgers in an owner-occupied dwelling where more than one lodger resides.

(Added by Stats. 1986, Ch. 1010, Sec. 1.)

1946.7. (a) A tenant may notify the landlord that the tenant intends to terminate the tenancy if the tenant, a household member, or an immediate family member was the victim of an act that constitutes any of the following:

(1) Domestic violence as defined in Section 6211 of the Family Code.

(2) Sexual assault as defined in Section 261, 261.5, 286, 287, or 289 of the Penal Code.

(3) Stalking as defined in Section 1708.7.

(4) Human trafficking as defined in Section 236.1 of the Penal Code.

(5) Abuse of an elder or a dependent adult as defined in Section 15610.07 of the Welfare and Institutions Code.

(6) A crime that caused bodily injury or death.

(7) A crime that included the exhibition, drawing, brandishing, or use of a firearm or other deadly weapon or instrument.

(8) A crime that included the use of force against the victim or a threat of force against the victim.

(b) A notice to terminate a tenancy under this section shall be in writing, with one of the following attached to the notice:

(1) A copy of a temporary restraining order, emergency protective order, or protective order lawfully issued pursuant to Part 3 (commencing with Section 6240) or Part 4 (commencing with Section 6300) of Division 10 of the Family Code, Section 136.2 of the Penal Code, Section 527.6 of the Code of Civil Procedure, or Section 213.5 or 15657.03 of the Welfare and Institutions Code that protects the tenant, household member, or immediate family member from further domestic violence, sexual assault, stalking, human trafficking, abuse of an elder or a dependent adult, or any act or crime listed in subdivision (a).

(2) A copy of a written report by a peace officer employed by a state or local law enforcement agency acting in the peace officer's official capacity stating that the tenant, household member, or immediate family member has filed a report alleging that the tenant, the household member, or the immediate family member is a victim of an act or crime listed in subdivision (a).

(3) (A) Documentation from a qualified third party based on information received by that third party while acting in the third party's professional capacity to indicate that the tenant, household member, or immediate family member is seeking assistance for physical or mental injuries or abuse resulting from an act or crime listed in subdivision (a).

(B) The documentation shall contain, in substantially the same form, the following:

Tenant Statement and Qualified Third Party Statement under Civil Code Section 1946.7
Part I.Statement By Tenant
I, [insert name of tenant], state as follows:

I, or a member of my household or immediate family, have been a victim of:

[insert one or more of the following: domestic violence, sexual assault, stalking, human trafficking, elder abuse, dependent adult abuse, or a crime that caused bodily injury or death, a crime that included the exhibition, drawing, brandishing, or use of a firearm or other deadly weapon or instrument, or a crime that included the use of force against the victim or a threat of force against the victim.]

The most recent incident(s) happened on or about:

[insert date or dates.]

The incident(s) was/were committed by the following person(s), with these physical description(s), if known and safe to provide:

[if known and safe to provide, insert name(s) and physical description(s).]

(signature of tenant)(date)

Part II.Qualified Third Party Statement

I, [insert name of qualified third party], state as follows:

My business address and phone number are:

[insert business address and phone number.]

Check and complete one of the following:

____I meet the requirements for a sexual assault counselor provided in Section 1035.2 of the Evidence Code and I am either engaged in an office, hospital, institution, or center commonly known as a rape crisis center described in that section or employed by an organization providing the programs specified in Section 13835.2 of the Penal Code.

____I meet the requirements for a domestic violence counselor provided in Section 1037.1 of the Evidence Code and I am employed, whether financially compensated or not, by a domestic violence victim service organization, as defined in that section.

____I meet the requirements for a human trafficking caseworker provided in Section 1038.2 of the Evidence Code and I am employed, whether financially compensated or not, by an organization that provides programs specified in Section 18294 of the Welfare and Institutions Code or in Section 13835.2 of the Penal Code.

____I meet the definition of “victim of violent crime advocate” provided in Section 1947.6 of the Civil Code and I am employed, whether financially compensated or not, by an agency or organization that has a documented record of providing services to victims of violent crime or provides those services under the auspices or supervision of a court or a law enforcement or prosecution agency.

____I am licensed by the State of California as a:

[insert one of the following: physician and surgeon, osteopathic physician and surgeon, registered nurse, psychiatrist, psychologist, licensed clinical social worker, licensed marriage and family therapist, or licensed professional clinical counselor.] and I am licensed by, and my license number is:

[insert name of state licensing entity and license number.]

The person who signed the Statement By Tenant above stated to me that the person, or a member of the person’s household or immediate family, is a victim of:

[insert one or more of the following: domestic violence, sexual assault, stalking, human trafficking, elder abuse, dependent adult abuse, or a crime that caused physical injury, emotional injury and the threat of physical injury, or death.]

The person further stated to me the incident(s) occurred on or about the date(s) stated above.

I understand that the person who made the Statement By Tenant may use this document as a basis for terminating a lease with the person's landlord.
(signature of qualified third party)(date)

(C) The documentation may be signed by a person who meets the requirements for a sexual assault counselor, domestic violence counselor, a human trafficking caseworker, or a victim of violent crime advocate only if the documentation displays the letterhead of the office, hospital, institution, center, or organization, as appropriate, that engages or employs, whether financially compensated or not, this counselor, caseworker, or advocate.

(4) Any other form of documentation that reasonably verifies that the crime or act listed in subdivision (a) occurred.

(c) If the tenant is terminating tenancy pursuant to subdivision (a) because an immediate family member is a victim of an eligible act or crime listed in subdivision (a) and that tenant did not live in the same household as the immediate family member at the time of the act or crime, and no part of the act or crime occurred within the dwelling unit or within 1,000 feet of the dwelling unit of the tenant, the tenant shall attach to the notice and other documentation required by subdivision (b) a written statement stating all of the following:

(1) The tenant's immediate family member was a victim of an act or crime listed in subdivision (a).

(2) The tenant intends to relocate as a result of the tenant's immediate family member being a victim of an act or crime listed in subdivision (a).

(3) The tenant is relocating to increase the safety, physical well-being, emotional well-being, psychological well-being, or financial security of the tenant or of the tenant's immediate family member as a result of the act or crime.

(d) The notice to terminate the tenancy shall be given within 180 days of the date that any order described in paragraph (1) of subdivision (b) was issued, within 180 days of the date that any written report described in paragraph (2) of subdivision (b) was made, within 180 days of the date that an act or a crime described in subdivision (a) occurred, or within the time period described in Section 1946.

(e) If notice to terminate the tenancy is provided to the landlord under this section, the tenant shall be responsible for payment of rent for no more than 14 calendar days following the giving of the notice, or for any shorter appropriate period as described in Section 1946 or the lease or rental agreement. The tenant shall be released without penalty from any further rent or other payment obligation to the landlord under the lease or rental agreement. If the premises are relet to another party prior to the end of the obligation to pay rent, the rent owed under this subdivision shall be prorated.

(f) Notwithstanding any law, a landlord shall not, due to the termination, require a tenant who terminates a lease or rental agreement pursuant to this section to forfeit any security deposit money or advance rent paid. A tenant who terminates a rental agreement pursuant to this section shall not be considered for any purpose, by reason of the termination, to have breached the lease or rental agreement. In all other respects, the law governing the security deposit shall apply.

(g) This section does not relieve a tenant, other than the tenant who is, or who has a household member or immediate family member who is, a victim of an act or crime listed in subdivision (a) and members of that tenant's household, from their obligations under the lease or rental agreement.

(h) For purposes of this section, the following definitions apply:

(1) "Household member" means a member of the tenant's family who lives in the same residential unit as the tenant.

(2) "Health practitioner" means a physician and surgeon, osteopathic physician and surgeon, psychiatrist, psychologist, registered nurse, licensed clinical social worker, licensed marriage and family therapist, licensed professional clinical counselor, or a victim of violent crime advocate.

(3) "Immediate family member" means the parent, stepparent, spouse, child, child-in-law, stepchild, or sibling of the tenant, or any person living in the tenant's household at the time the crime or act listed in subdivision (a) occurred who has a relationship with the tenant that is substantially similar to that of a family member.

(4) "Qualified third party" means a health practitioner, domestic violence counselor, as defined in Section 1037.1 of the Evidence Code, a sexual assault counselor, as defined in Section 1035.2 of the Evidence Code, or a human trafficking caseworker, as defined in Section 1038.2 of the Evidence Code.

(5) "Victim of violent crime advocate" means a person who is employed, whether financially compensated or not, for the purpose of rendering advice or assistance to victims of violent crimes for an agency or organization that has a documented record of

providing services to victims of violent crime or provides those services under the auspices or supervision of a court or a law enforcement or prosecution agency.

(i) (1) A landlord shall not disclose any information provided by a tenant under this section to a third party unless the disclosure satisfies one or more of the following:

(A) The tenant consents in writing to the disclosure.

(B) The disclosure is required by law or order of the court.

(2) A landlord's communication to a qualified third party who provides documentation under paragraph (3) of subdivision (b) to verify the contents of that documentation is not disclosure for purposes of this subdivision.

(j) An owner or an owner's agent shall not refuse to rent a dwelling unit to an otherwise qualified prospective tenant or refuse to continue to rent to an existing tenant solely on the basis that the tenant has previously exercised the tenant's rights under this section or has previously terminated a tenancy because of the circumstances described in subdivision (a).

(k) A landlord or agent of a landlord who violates this section shall be liable to the tenant in a civil action for both of the following:

(1) The actual damages sustained by the tenant.

(2) (A) Statutory damages of not less than one hundred dollars ($100) and not more than five thousand dollars ($5,000).

(B) Notwithstanding subparagraph (A), a landlord or agent of a landlord who violates this section shall not be liable for statutory damages if the tenant provided documentation of the crime or act to the landlord or the agent of the landlord pursuant to paragraph (4) of subdivision (b) only.

(l) The remedies provided by this section shall be in addition to any other remedy provided by law.

(Amended by Stats. 2022, Ch. 558, Sec. 1. (SB 1017) Effective January 1, 2023.)

1946.8. (a) For purposes of this section:

(1) "Individual in an emergency" means a person who believes that immediate action is required to prevent or mitigate the loss or impairment of life, health, or property.

(2) "Occupant" means a person residing in a dwelling unit with the tenant. "Occupant" includes lodgers as defined in Section 1946.5.

(3) "Penalties" means the following:

(A) The actual or threatened assessment of fees, fines, or penalties.

(B) The actual or threatened termination of a tenancy or the actual or threatened failure to renew a tenancy.

(C) Subjecting a tenant to inferior terms, privileges, and conditions of tenancy in comparison to tenants who have not sought law enforcement assistance or emergency assistance.

(4) "Resident" means a member of the tenant's household or any other occupant living in the dwelling unit with the consent of the tenant.

(5) "Victim of abuse" includes:

(A) A victim of domestic violence as defined in Section 6211 of the Family Code.

(B) A victim of elder or dependent adult abuse as defined in Section 15610.07 of the Welfare and Institutions Code.

(C) A victim of human trafficking as described in Section 236.1 of the Penal Code.

(D) A victim of sexual assault, meaning a victim of any act made punishable by Section 261, 264.1, 285, 286, 288, 288a, or 289 of the Penal Code.

(E) A victim of stalking as described in Section 1708.7 of this code or Section 646.9 of the Penal Code.

(6) "Victim of crime" means any victim of a misdemeanor or felony.

(b) Any provision in a rental or lease agreement for a dwelling unit that prohibits or limits, or threatens to prohibit or limit, a tenant's, resident's, or other person's right to summon law enforcement assistance or emergency assistance as, or on behalf of, a victim of abuse, a victim of crime, or an individual in an emergency, if the tenant, resident, or other person believes that the law enforcement assistance or emergency assistance is necessary to prevent or address the perpetration, escalation, or exacerbation of the abuse, crime, or emergency, shall be void as contrary to public policy.

(c) A landlord shall not impose, or threaten to impose, penalties on a tenant or resident who exercises the tenant's or resident's right to summon law enforcement assistance or emergency assistance as, or on behalf of, a victim of abuse, a victim of crime, or an individual in an emergency, based on the person's belief that the assistance is necessary, as described in subdivision (b). A landlord shall not impose, or threaten to impose, penalties on a tenant or resident as a consequence of a person who is not a resident or tenant summoning law enforcement assistance or emergency assistance on the tenant's, resident's, or other person's behalf, based on the person's belief that the assistance is necessary.

(d) Documentation is not required to establish belief for purposes of subdivision (b) or (c), but belief may be established by documents such as those described in Section 1161.3 of the Code of Civil Procedure.

(e) Any waiver of the provisions of this section is contrary to public policy and is void and unenforceable.

(f) (1) In an action for unlawful detainer, a tenant, resident, or occupant may raise, as an affirmative defense, that the landlord or owner violated this section.

(2) There is a rebuttable presumption that a tenant, resident, or occupant has established an affirmative defense under this subdivision if the landlord or owner files a complaint for unlawful detainer within 30 days of a resident, tenant, or other person summoning law enforcement assistance or emergency assistance and the complaint is based upon a notice that alleges that the act of summoning law enforcement assistance or emergency assistance as, or on behalf of, a victim of abuse, a victim of crime, or an individual in an emergency constitutes a rental agreement violation, lease violation, or a nuisance. A reference to a person summoning law enforcement in a notice that is the basis for a complaint for unlawful detainer that is necessary to describe conduct that is alleged to constitute a violation of a rental agreement or lease is not, in itself, an allegation for purposes of this paragraph.

(3) A landlord or owner may rebut the presumption described in paragraph (2) by demonstrating that a reason other than the summoning of law enforcement or emergency assistance as, or on behalf of, a victim of abuse, a victim of crime, or an individual in an emergency was a substantial motivating factor for filing the complaint.

(g) In addition to other remedies provided by law, a violation of this section entitles a tenant, a resident, or other aggrieved person to seek injunctive relief prohibiting the landlord from creating or enforcing policies in violation of this section, or from imposing or threatening to impose penalties against the tenant, resident, or other aggrieved person based on summoning law enforcement or emergency assistance as, or on behalf of, a victim of abuse, a victim of crime, or an individual in an emergency.

(h) This section does not permit an injunction to be entered that would prohibit the filing of an unlawful detainer action.

(i) This section does not limit a landlord's exercise of the landlord's other rights under a lease or rental agreement, or under other law pertaining to the hiring of property, with regard to matters that are not addressed by this section.

(Amended by Stats. 2021, Ch. 626, Sec. 6. (AB 1171) Effective January 1, 2022.)

1946.9. (a) For the purposes of tenant screening, a landlord or a landlord's agent shall not make an adverse action based on any of the following:

(1) An allegation that the prospective tenant breached a lease or rental agreement if the alleged breach stemmed from an act of abuse or violence against a tenant, a tenant's immediate family member, or a tenant's household member, and the prospective tenant is not alleged to have committed the abuse or violence. The landlord shall accept any form of documentation evidencing abuse or violence against the tenant, the tenant's immediate family member, or the tenant's household member, as provided by subdivision (d) of Section 1941.5, as sufficient for the purposes of this paragraph.

(2) The prospective tenant having previously requested to have their locks changed pursuant to Section 1941.5 or 1941.6, regardless of whether the request was granted.

(3) The prospective tenant, or an immediate family member or household member of the prospective tenant, having been a victim of abuse or violence. A landlord or the landlord's agent may request that a prospective tenant provide documentation described in subdivision (d) of Section 1941.5 to establish if a prospective tenant, or an immediate family member or household member of the prospective member, has been a victim of abuse or violence for the purposes of this paragraph. If the prospective tenant provides documentation described in subdivision (d) of Section 1941.5, the landlord shall accept the documentation as sufficient to establish that a prospective tenant, or an immediate family member or household member of the prospective member, has been a victim of abuse or violence for the purposes of this paragraph.

(4) The prospective tenant, or a guest of the prospective tenant, having previously summoned law enforcement assistance or emergency assistance, as, or on behalf of a victim of abuse, a victim of crime, or an individual in an emergency, as provided in Section 1946.8.

(b) A landlord or agent of a landlord who violates this section shall be liable to the prospective or current tenant in a civil action for both of the following:

(1) The actual damages sustained by the prospective or current tenant.

(2) Statutory damages of not less than one hundred dollars ($100) and not more than five thousand dollars ($5,000).

(c) The remedies provided by this section shall be in addition to any other remedy provided by law.

(d) For the purposes of this section, the following definitions apply:

(1) “Abuse or violence” has the same meaning as defined in paragraph (1) of subdivision (a) of Section 1161.3 of the Code of Civil Procedure.

(2) “Adverse action” means either of the following:

(A) Denial of a prospective tenant’s rental application.

(B) Approval of a prospective tenant’s rental application, subject to terms or conditions different and less favorable to the prospective tenant than those included in any written notice, statement, or advertisement for the rental unit, including written communication sent directly from the landlord or landlord’s agent to a prospective tenant.

(3) “Household member” has the same meaning as defined in paragraph (1) of subdivision (h) of Section 1946.7.

(4) “Immediate family member” has the same meaning as defined in paragraph (3) of subdivision (h) of Section 1946.7.

(5) “Tenant” means tenant, subtenant, lessee, or sublessee.

(6) “Tenant screening” means any process used by a landlord or landlord’s agent to evaluate the fitness of a prospective tenant.

(Added by Stats. 2024, Ch. 75, Sec. 4. (SB 1051) Effective January 1, 2025.)

1947. When there is no usage or contract to the contrary, rents are payable at the termination of the holding, when it does not exceed one year. If the holding is by the day, week, month, quarter, or year, rent is payable at the termination of the respective periods, as it successively becomes due.

(Enacted 1872.)

1947.1. (a) If an owner of a qualifying residential property provides parking with the qualifying residential property, they shall unbundle parking from the price of rent.

(b) (1) Off-street parking accessory to a qualifying residential property shall not be included in any residential rental agreement and shall be subject to a rental agreement addendum or provided in a separate rental agreement.

(2) All off-street parking spaces shall be unbundled from the qualifying residential property for the life of the property.

(c) (1) A tenant of a qualifying residential property shall have the right of first refusal to parking spaces built for their property. Remaining residential unbundled parking spaces that are not leased to tenants of the residential dwelling may be leased by the owner of the qualifying residential property to other on-site users or to off-site residential users on a month-to-month basis.

(2) If there are unavailable parking spaces on the residential property upon the occupancy of a new tenant, and parking spaces are subsequently built for the residential dwelling or otherwise becomes available on the qualifying residential property, the new tenant shall receive a right of first refusal to an available parking space.

(d) (1) A tenant’s failure to pay the parking fee pursuant to a separately leased parking agreement shall not form the basis of any unlawful detainer action against the tenant.

(2) If a tenant fails to pay by the 45th day following the date payment is owed for a separately leased parking space, the property owner may revoke that tenant’s right to lease that parking spot.

(e) For purposes of this section:

(1) “Owner of qualifying residential property” includes any person, acting as principal or through an agent, having the right to offer qualifying residential property for rent, and includes a predecessor in interest to the owner.

(2) (A) “Qualifying residential property” means any dwelling or unit that is intended for human habitation that meets all of the following criteria:

(i) The property is issued a certificate of occupancy on or after January 1, 2025.

(ii) The property consists of 16 or more residential units.

(iii) The property is located in one of the following counties:

(I) Alameda.

(II) Fresno.

(III) Los Angeles.

(IV) Riverside.

(V) Sacramento.

(VI) San Bernardino.

(VII) San Joaquin.

(VIII) Santa Clara.

(IX) Shasta.

(X) Ventura.

(B) “Qualifying residential property” does not include any of the following:

(i) A residential property or unit with an individual garage that is functionally a part of the property or unit, including, but not limited to, townhouses and row houses.

(ii) A housing development of which 100 percent of its units, exclusive of any manager’s unit or units, are restricted by deed, regulatory restriction contained in an agreement with a governmental agency, or other recorded document as affordable housing for persons and families of low or moderate income, as defined in Section 50093 of the Health and Safety Code.

(iii) A housing development that receives low-income housing tax credits pursuant to Section 42 of the Internal Revenue Code (26 U.S.C. Sec. 42).

(iv) A housing development that is financed with tax-exempt bonds pursuant to a program administered by the California Housing Finance Agency.

(v) A residential unit that is leased to a tenant who receives a federal housing assistance voucher issued under Section 8 of the United States Housing Act of 1937 (42 U.S.C. Sec. 1437f), including a federal Department of Housing and Urban Development Veterans Affairs Supportive Housing voucher.

(3) “Unbundled parking” means the practice of selling or leasing parking spaces separate from the lease of the residential property.

(Amended by Stats. 2024, Ch. 420, Sec. 1. (AB 2898) Effective January 1, 2025.)

1947.3. (a) (1) Except as provided in paragraph (2), a landlord or a landlord’s agent shall allow a tenant to pay rent and deposit of security by at least one form of payment that is neither cash nor electronic funds transfer.

(2) A landlord or a landlord’s agent may demand or require cash as the exclusive form of payment of rent or deposit of security if the tenant has previously attempted to pay the landlord or landlord’s agent with a check drawn on insufficient funds or the tenant has instructed the drawee to stop payment on a check, draft, or order for the payment of money. The landlord may demand or require cash as the exclusive form of payment only for a period not exceeding three months following an attempt to pay with a check on insufficient funds or following a tenant’s instruction to stop payment. If the landlord chooses to demand or require cash payment under these circumstances, the landlord shall give the tenant a written notice stating that the payment instrument was dishonored and informing the tenant that the tenant shall pay in cash for a period determined by the landlord, not to exceed three months, and attach a copy of the dishonored instrument to the notice. The notice shall comply with Section 827 if demanding or requiring payment in cash constitutes a change in the terms of the lease.

(3) Subject to the limitations below, a landlord or a landlord’s agent shall allow a tenant to pay rent through a third party.

(A) A landlord or landlord's agent is not required to accept the rent payment tendered by a third party unless the third party has provided to the landlord or landlord's agent a signed acknowledgment stating that they are not currently a tenant of the premises for which the rent payment is being made and that acceptance of the rent payment does not create a new tenancy with the third party.

(B) Failure by a third party to provide the signed acknowledgment to the landlord or landlord's agent shall void the obligation of a landlord or landlord's agent to accept a tenant's rent tendered by a third party.

(C) The landlord or landlord's agent may, but is not required to, provide a form acknowledgment to be used by third parties, as provided for in subparagraph (A), provided however that a landlord shall accept as sufficient for compliance with subparagraph (A) an acknowledgment in substantially the following form:

I, [insert name of third party], state as follows:

I am not currently a tenant of the premises located at [insert address of premises].

I acknowledge that acceptance of the rent payment I am offering for the premises does not create a new tenancy.

(signature of third party) _____	(date)

(D) A landlord or landlord's agent may require a signed acknowledgment for each rent payment made by the third party. A landlord or landlord's agent and the third party may agree that one acknowledgment shall be sufficient for when the third party makes more than one rent payment during a period of time.

(E) Nothing in this paragraph shall be construed to require a landlord or landlord's agent to enter into a contract in connection with a federal, state, or local housing assistance program, including, but not limited to, the federal housing assistance voucher programs under Section 8 of the United States Housing Act of 1937 (42 U.S.C. Sec. 1437f).

(4) Paragraphs (2) and (3) do not enlarge or diminish a landlord's or landlord's agent's legal right to terminate a tenancy. Nothing in paragraph (3) is intended to extend the due date for any rent payment or require a landlord or landlord's agent to accept tender of rent beyond the expiration of the period stated in paragraph (2) of Section 1161 of the Code of Civil Procedure.

(b) A landlord or its agent shall not charge a tenant any fee for payment by check for rent or security deposit as described in this section.

(c) For the purposes of this section, the issuance of a money order or a cashier's check is direct evidence only that the instrument was issued.

(d) For purposes of this section, "electronic funds transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, that is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. "Electronic funds transfer" includes, but is not limited to, point-of-sale transfers, direct deposits or withdrawals of funds, transfers initiated by telephone, transfers via an automated clearinghouse, transfers initiated electronically that deliver a paper instrument, and transfers authorized in advance to recur at substantially regular intervals.

(e) Nothing in this section shall be construed to prohibit the tenant and landlord or agent to mutually agree that rent payments may be made in cash or by electronic funds transfer, so long as another form of payment is also authorized, subject to the requirements of subdivision (a).

(f) A waiver of the provisions of this section is contrary to public policy, and is void and unenforceable.

(Amended by Stats. 2024, Ch. 287, Sec. 3. (SB 611) Effective January 1, 2025.)

1947.5. (a) A landlord of a residential dwelling unit, as defined in Section 1940, or his or her agent, may prohibit the smoking of a cigarette, as defined in Section 104556 of the Health and Safety Code, or other tobacco product on the property or in any building or portion of the building, including any dwelling unit, other interior or exterior area, or the premises on which it is located, in accordance with this article.

(b) (1) Every lease or rental agreement entered into on or after January 1, 2012, for a residential dwelling unit on property on any portion of which the landlord has prohibited the smoking of cigarettes or other tobacco products pursuant to this article shall include a provision that specifies the areas on the property where smoking is prohibited, if the lessee has not previously occupied the dwelling unit.

(2) For a lease or rental agreement entered into before January 1, 2012, a prohibition against the smoking of cigarettes or other tobacco products in any portion of the property in which smoking was previously permitted shall constitute a change of the terms

of tenancy, requiring adequate notice in writing, to be provided in the manner prescribed in Section 827.

(c) A landlord who exercises the authority provided in subdivision (a) to prohibit smoking shall be subject to federal, state, and local requirements governing changes to the terms of a lease or rental agreement for tenants with leases or rental agreements that are in existence at the time that the policy limiting or prohibiting smoking is adopted.

(d) This section shall not be construed to preempt any local ordinance in effect on or before January 1, 2012, or any provision of a local ordinance in effect on or after January 1, 2012, that restricts the smoking of cigarettes or other tobacco products.

(e) A limitation or prohibition of the use of any tobacco product shall not affect any other term or condition of the tenancy, nor shall this section be construed to require statutory authority to establish or enforce any other lawful term or condition of the tenancy.

(f) For purposes of this section, “smoking” has the same meaning as in subdivision (c) of Section 22950.5 of the Business and Professions Code.

(g) For purposes of this section, “tobacco product” means a product or device as defined in subdivision (d) of Section 22950.5 of the Business and Professions Code.

(Amended by Stats. 2016, 2nd Ex. Sess., Ch. 7, Sec. 8. (SB 5 2x) Effective June 9, 2016.)

1947.6. (a) For any lease executed, extended, or renewed on and after July 1, 2015, a lessor of a dwelling shall approve a written request of a lessee to install an electric vehicle charging station at a parking space allotted for the lessee that meets the requirements of this section and complies with the lessor’s procedural approval process for modification to the property.

(b) This section does not apply to residential rental properties where:

(1) Electric vehicle charging stations already exist for lessees in a ratio that is equal to or greater than 10 percent of the designated parking spaces.

(2) Parking is not provided as part of the lease agreement.

(3) There are fewer than five parking spaces.

(4) The dwelling is subject to a residential rent control ordinance. This paragraph shall not apply to a lease executed, extended, or renewed on and after January 1, 2019.

(5) The dwelling is subject to both a residential rent control ordinance and an ordinance, adopted on or before January 1, 2018, that requires the lessor to approve a lessee’s written request to install an electric vehicle charging station at a parking space allotted to the lessee.

(c) For purposes of this section, “electric vehicle charging station” or “charging station” means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this section, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

(d) A lessor shall not be obligated to provide an additional parking space to a lessee in order to accommodate an electric vehicle charging station.

(e) If the electric vehicle charging station has the effect of providing the lessee with a reserved parking space, the lessor may charge a monthly rental amount for that parking space.

(f) An electric vehicle charging station and all modifications and improvements to the property shall comply with federal, state, and local law, and all applicable zoning requirements, land use requirements, and covenants, conditions, and restrictions.

(g) A lessee’s written request to make a modification to the property in order to install and use an electric vehicle charging station shall include, but is not limited to, the lessee’s consent to enter into a written agreement that includes, but is not limited to, the following:

(1) Compliance with the lessor’s requirements for the installation, use, maintenance, and removal of the charging station and installation, use, and maintenance of the infrastructure for the charging station.

(2) Compliance with the lessor’s requirements for the lessee to provide a complete financial analysis and scope of work regarding the installation of the charging station and its infrastructure.

(3) A written description of how, when, and where the modifications and improvements to the property are proposed to be made consistent with those items specified in the “Permitting Checklist” of the “Zero-Emission Vehicles in California: Community Readiness Guidebook” published by the Office of Planning and Research.

(4) Obligation of the lessee to pay the lessor all costs associated with the lessor's installation of the charging station and its infrastructure prior to any modification or improvement being made to the leased property. The costs associated with modifications and improvements shall include, but are not limited to, the cost of permits, supervision, construction, and, solely if required by the contractor, consistent with its past performance of work for the lessor, performance bonds.

(5) Obligation of the lessee to pay as part of rent for the costs associated with the electrical usage of the charging station, and cost for damage, maintenance, repair, removal, and replacement of the charging station, and modifications or improvements made to the property associated with the charging station.

(h) The lessee and each successor lessee shall obtain personal liability coverage, as described in Section 108 of the Insurance Code, in an amount not to exceed 10 times the annual rent changed for the dwelling, covering property damage and personal injury proximately caused by the installation or operation of the electric vehicle charging station. The policy shall be maintained in full force and effect from the time of installation of the electric vehicle charging station until the electric vehicle charging station is removed or the lessee forfeits possession of the dwelling to the lessor.

(i) Notwithstanding subdivision (h), no insurance shall be required of a lessee installing an electric vehicle charging station if both of the following are satisfied:

(1) The electric vehicle charging station has been certified by a Nationally Recognized Testing Laboratory that is approved by the Occupational Safety and Health Administration of the United States Department of Labor.

(2) The electric vehicle charging station and any associated alterations to the dwelling's electrical system are performed by a licensed electrician.

(Amended by Stats. 2019, Ch. 855, Sec. 1. (SB 638) Effective January 1, 2020.)

1947.7. (a) The Legislature finds and declares that the operation of local rent stabilization programs can be complex and that disputes often arise with regard to standards of compliance with the regulatory processes of those programs. Therefore, it is the intent of the Legislature to limit the imposition of penalties and sanctions against an owner of residential rental units where that person has attempted in good faith to fully comply with the regulatory processes.

(b) An owner of a residential rental unit who is in substantial compliance with an ordinance or charter that controls or establishes a system of controls on the price at which residential rental units may be offered for rent or lease and which requires the registration of rents, or any regulation adopted pursuant thereto, shall not be assessed a penalty or any other sanction for noncompliance with the ordinance, charter, or regulation.

Restitution to the tenant or recovery of the registration or filing fees due to the local agency shall be the exclusive remedies which may be imposed against an owner of a residential rental unit who is in substantial compliance with the ordinance, charter, or regulation.

"Substantial compliance," as used in this subdivision, means that the owner of a residential rental unit has made a good faith attempt to comply with the ordinance, charter, or regulation sufficient to reasonably carry out the intent and purpose of the ordinance, charter, or regulation, but is not in full compliance, and has, after receiving notice of a deficiency from the local agency, cured the defect in a timely manner, as reasonably determined by the local agency.

"Local agency," as used in this subdivision, means the public entity responsible for the implementation of the ordinance, charter, or regulation.

(c) For any residential unit which has been registered and for which a base rent has been listed or for any residential unit which an owner can show, by a preponderance of the evidence, a good faith attempt to comply with the registration requirements or who was exempt from registration requirements in a previous version of the ordinance or charter and for which the owner of that residential unit has subsequently found not to have been in compliance with the ordinance, charter, or regulation, all annual rent adjustments which may have been denied during the period of the owner's noncompliance shall be restored prospectively once the owner is in compliance with the ordinance, charter, or regulation.

(d) In those jurisdictions where, prior to January 1, 1990, the local ordinance did not allow the restoration of annual rent adjustment, once the owner is in compliance with this section the local agency may phase in any increase in rent caused by the restoration of the annual rent adjustments that is in excess of 20 percent over the rent previously paid by the tenant, in equal installments over three years, if the tenant demonstrates undue financial hardship due to the restoration of the full annual rent adjustments. This subdivision shall remain operative only until January 1, 1993, unless a later enacted statute which is chaptered by January 1, 1993, deletes or extends that date.

(e) For purposes of this subdivision, an owner shall be deemed in compliance with the ordinance, charter, or regulation if he or she is in substantial compliance with the applicable local rental registration requirements and applicable local and state housing code provisions, has paid all fees and penalties owed to the local agency which have not otherwise been barred by the applicable statute of limitations, and has satisfied all claims for refunds of rental overcharges brought by tenants or by the local rent control board on behalf of tenants of the affected unit.

(f) Nothing in this section shall be construed to grant to any public entity any power which it does not possess independent of this section to control or establish a system of control on the price at which accommodations may be offered for rent or lease, or to diminish any power to do so which that public entity may possess, except as specifically provided in this section.

(g) In those jurisdictions where an ordinance or charter controls, or establishes a system of controls on, the price at which residential rental units may be offered for rent or lease and requires the periodic registration of rents, and where, for purposes of compliance with subdivision (e) of Section 1954.53, the local agency requires an owner to provide the name of a present or former tenant, the tenant's name and any additional information provided concerning the tenant, is confidential and shall be treated as confidential information within the meaning of the Information Practices Act of 1977 (Chapter 1 (commencing with Section 1798) of Title 1.8 of this part). A local agency shall, to the extent required by this subdivision, be considered an "agency" as defined in subdivision (b) of Section 1798.3. For purposes of compliance with subdivision (e) of Section 1954.53, a local agency subject to this subdivision may request, but shall not compel, an owner to provide any information regarding a tenant other than the tenant's name.

(Amended by Stats. 1996, Ch. 566, Sec. 1. Effective January 1, 1997.)

1947.8. (a) If an ordinance or charter controls or establishes a system of controls on the price at which residential rental units may be offered for rent or lease and requires the registration of rents, the ordinance or charter, or any regulation adopted pursuant thereto, shall provide for the establishment and certification of permissible rent levels for the registered rental units, and any changes thereafter to those rent levels, by the local agency as provided in this section.

(b) If the ordinance, charter, or regulation is in effect on January 1, 1987, the ordinance, charter, or regulation shall provide for the establishment and certification of permissible rent levels on or before January 1, 1988, including completion of all appeals and administrative proceedings connected therewith. After July 1, 1990, no local agency may maintain any action to recover excess rent against any property owner who has registered the unit with the local agency within the time limits set forth in this section if the initial certification of permissible rent levels affecting that particular property has not been completed, unless the delay is willfully and intentionally caused by the property owner or is a result of court proceedings or further administrative proceedings ordered by a court. If the ordinance, charter, or regulation is adopted on or after January 1, 1987, the ordinance, charter, or regulation shall provide for the establishment and certification of permissible rent levels within one year after it is adopted, including completion of all appeals and administrative proceedings connected therewith. Upon the request of the landlord or the tenant, the local agency shall provide the landlord and the tenant with a certificate or other documentation reflecting the permissible rent levels of the rental unit. A landlord may request a certificate of permissible rent levels for rental units that have a base rent established, but are vacant and not exempt from registration under this section. The landlord or the tenant may appeal the determination of the permissible rent levels reflected in the certificate. The permissible rent levels reflected in the certificate or other documentation shall, in the absence of intentional misrepresentation or fraud, be binding and conclusive upon the local agency unless the determination of the permissible rent levels is being appealed.

(c) After the establishment and certification of permissible rent levels under subdivision (b), the local agency shall, upon the request of the landlord or the tenant, provide the landlord and the tenant with a certificate of the permissible rent levels of the rental unit. The certificate shall be issued within five business days from the date of request by the landlord or the tenant. The permissible rent levels reflected in the certificate shall, in the absence of intentional misrepresentation or fraud, be binding and conclusive upon the local agency unless the determination of the permissible rent levels is being appealed. The landlord or the tenant may appeal the determination of the permissible rent levels reflected in the certificate. Any appeal of a determination of permissible rent levels as reflected in the certificate, other than an appeal made pursuant to subdivision (b), shall be filed with the local agency within 15 days from issuance of the certificate. The local agency shall notify, in writing, the landlord and the tenant of its decision within 60 days following the filing of the appeal.

(d) The local agency may charge the person to whom a certificate is issued a fee in the amount necessary to cover the reasonable costs incurred by the local agency in issuing the certificate.

(e) The absence of a certification of permissible rent levels shall not impair, restrict, abridge, or otherwise interfere with either of the following:

(1) A judicial or administrative hearing.

(2) Any matter in connection with a conveyance of an interest in property.

(f) The record of permissible rent levels is a public record for purposes of the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code).

(g) Any notice specifying the rents applicable to residential rental units that is given by an owner to a public entity or tenant in order to comply with Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 of the Government Code shall not be considered a registration of rents for purposes of this section.

(h) "Local agency," as used in this section, means the public entity responsible for the implementation of the ordinance, charter, or regulation.

(i) Nothing in this section shall be construed:

(1) To grant to any public entity any power that it does not possess independent of this section to control or establish a system of control on the price at which accommodations may be offered for rent or lease, or to diminish any power of this type that the public entity may possess, except as specifically provided in this section.

(2) On and after January 1, 2016, to apply to tenancies commencing on or after January 1, 1999, for which the owner of residential property may establish the initial rent under Chapter 2.7 (commencing with Section 1954.50). However, for a tenancy that commenced on or after January 1, 1999, if a property owner has provided the local agency with the tenancy's initial rent in compliance with that agency's registration requirements in a writing signed under penalty of perjury, there shall be a rebuttable presumption that the statement of the initial rent is correct.

(Amended by Stats. 2021, Ch. 615, Sec. 51. (AB 474) Effective January 1, 2022. Operative January 1, 2023, pursuant to Sec. 463 of Stats. 2021, Ch. 615.)

1947.9. (a) (1) Notwithstanding any local law to the contrary, for those units governed by the local rent stabilization ordinance in the City and County of San Francisco, levels of compensation for the temporary displacement of a tenant household for less than 20 days shall be limited to both of the following:

(A) Temporary housing and living expenses, of two hundred seventy-five dollars ($275) per day per tenant household. This limit may be adjusted annually by the city and county in an amount equal to the Consumer Price Index, beginning on January 1, 2014.

(B) Actual moving expenses if it is necessary to move the possessions of the tenant household.

(2) The landlord shall have the option to provide a comparable dwelling unit and pay any actual moving expenses, in lieu of the compensation specified in subparagraph (A) of paragraph (1). The rental housing shall be comparable to the tenant household's existing housing in location, size, number of bedrooms, accessibility, type, and quality of construction, and proximity to services and institutions upon which the displaced tenant household depends.

(b) This section shall not be construed to do any of the following:

(1) To terminate, interrupt, or amend, in any way, a tenancy subject to the lease provisions, or the rights and obligations of either party, including, but not limited to, the payment of rent.

(2) To create or affect any grounds for displacement or requirements of a landlord seeking temporary displacement, except the payment of relocation fees pursuant to subdivision (a) for displacement not exceeding 20 days.

(3) To affect the authority of a public entity that may regulate or monitor the basis for eviction.

(c) If a federal or state law regarding relocation compensation is also applicable to the temporary displacement, the tenant may elect to be compensated under those other provisions, and subdivision (a) shall be inapplicable.

(d) This section shall affect only levels of compensation for a temporary displacement of less than 20 days, and does not affect any other local procedures governing temporary relocation.

(Added by Stats. 2012, Ch. 243, Sec. 1. (AB 1925) Effective January 1, 2013.)

1947.10. (a) After July 1, 1990, in any city, county, or city and county which administers a system of controls on the price at which residential rental units may be offered for rent or lease and which requires the registration of rents, any owner who evicts a tenant based upon the owner's or the owner's immediate relative's intention to occupy the tenant's unit, shall be required to maintain residence in the unit for at least six continuous months. If a court determines that the eviction was based upon fraud by the owner or the owner's immediate relative to not fulfill this six-month requirement, a court may order the owner to pay treble the cost of relocating the tenant from his or her existing unit back into the previous unit and may order the owner to pay treble the amount of any increase in rent which the tenant has paid. If the tenant decides not to relocate back into the previous unit, the court may order the owner to pay treble the amount of one month's rent paid by the tenant for the unit from which he or she was evicted and treble the amount of any costs incurred in relocating to a different unit. The prevailing party shall be awarded attorney's fees and court costs.

(b) The remedy provided by this section shall not be construed to prohibit any other remedies available to a any party affected by this section.

(Added by Stats. 1989, Ch. 987, Sec. 3.)

1947.11. (a) In any city, county, or city and county which administers a system of controls on the price at which residential rental units may be offered for rent or lease and which requires the registration of rents, upon the establishment of a certified rent level, any owner who charges rent to a tenant in excess of the certified lawful rent ceiling shall refund the excess rent to the tenant upon demand. If the owner refuses to refund the excess rent and if a court determines that the owner willfully or intentionally charged the tenant rent in excess of the certified lawful rent ceiling, the court shall award the tenant a judgment for the excess amount of rent and may treble that amount. The prevailing party shall be awarded attorney's fees and court costs.

(b) The remedy provided by this section shall not be construed to prohibit any other remedies available to any party affected by this section.

(c) This section shall not be construed to extend the time within which actions are required to be brought beyond the otherwise applicable limitation set forth in the Code of Civil Procedure.

(Amended by Stats. 1990, Ch. 216, Sec. 7.)

1947.12. (a) (1) Subject to subdivision (b), an owner of residential real property shall not, over the course of any 12-month period, increase the gross rental rate for a dwelling or a unit more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest gross rental rate charged for that dwelling or unit at any time during the 12 months prior to the effective date of the increase. In determining the lowest gross rental amount pursuant to this section, any rent discounts, incentives, concessions, or credits offered by the owner of such unit of residential real property and accepted by the tenant shall be excluded. The gross per-month rental rate and any owner-offered discounts, incentives, concessions, or credits shall be separately listed and identified in the lease or rental agreement or any amendments to an existing lease or rental agreement.

(2) If the same tenant remains in occupancy of a unit of residential real property over any 12-month period, the gross rental rate for the unit of residential real property shall not be increased in more than two increments over that 12-month period, subject to the other restrictions of this subdivision governing gross rental rate increase.

(b) For a new tenancy in which no tenant from the prior tenancy remains in lawful possession of the residential real property, the owner may establish the initial rental rate not subject to subdivision (a). Subdivision (a) is only applicable to subsequent increases after that initial rental rate has been established.

(c) A tenant of residential real property subject to this section shall not enter into a sublease that results in a total rent for the premises that exceeds the allowable rental rate authorized by subdivision (a). Nothing in this subdivision authorizes a tenant to sublet or assign the tenant's interest where otherwise prohibited.

(d) This section shall not apply to the following residential real properties:

(1) 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.

(2) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.

(3) Housing subject to rent or price control through a public entity's valid exercise of its police power consistent with Chapter 2.7 (commencing with Section 1954.50) that restricts annual increases in the rental rate to an amount less than that provided in subdivision (a).

(4) Housing that has been issued a certificate of occupancy within the previous 15 years, unless the housing is a mobilehome.

(5) Residential real property that is alienable separate from the title to any other dwelling unit, including a mobilehome, provided that both of the following apply:

(A) The owner is not any of the following:

(i) A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.

(ii) A corporation.

(iii) A limited liability company in which at least one member is a corporation.

(iv) Management of a mobilehome park, as defined in Section 798.2.

(B) (i) The tenants have been provided written notice that the residential real property is exempt from this section using the following statement:

"This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation."

(ii) For a tenancy existing before July 1, 2020, or July 1, 2022, if the lease is for a tenancy in a mobilehome, the notice required under clause (i) may, but is not required to, be provided in the rental agreement.

(iii) For a tenancy commenced or renewed on or after July 1, 2020, or July 1, 2022, if the lease is for a tenancy in a mobilehome, the notice required under clause (i) must be provided in the rental agreement.

(iv) Addition of a provision containing the notice required under clause (i) to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1) of subdivision (b) of Section 1946.2.

(6) A property containing two separate dwelling units within a single structure in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy, and neither unit is an accessory dwelling unit or a junior accessory dwelling unit.

(e) An owner shall provide notice of any increase in the rental rate, pursuant to subdivision (a), to each tenant in accordance with Section 827.

(f) (1) On or before January 1, 2030, the Legislative Analyst's Office shall report to the Legislature regarding the effectiveness of this section and Section 1947.13. The report shall include, but not be limited to, the impact of the rental rate cap pursuant to subdivision (a) on the housing market within the state.

(2) The report required by paragraph (1) shall be submitted in compliance with Section 9795 of the Government Code.

(g) For the purposes of this section, the following definitions shall apply:

(1) "Consumer Price Index for All Urban Consumers for All Items" means the following:

(A) The Consumer Price Index for All Urban Consumers for All Items (CPI-U) for the metropolitan area in which the property is located, as published by the United States Bureau of Labor Statistics, which are as follows:

(i) The CPI-U for the Los Angeles-Long Beach-Anaheim metropolitan area covering the Counties of Los Angeles and Orange.

(ii) The CPI-U for the Riverside-San Bernardino-Ontario metropolitan area covering the Counties of Riverside and San Bernardino.

(iii) The CPI-U for the San Diego-Carlsbad metropolitan area covering the County of San Diego.

(iv) The CPI-U for the San Francisco-Oakland-Hayward metropolitan area covering the Counties of Alameda, Contra Costa, Marin, San Francisco, and San Mateo.

(v) Any successor metropolitan area index to any of the indexes listed in clauses (i) to (iv), inclusive.

(B) If the United States Bureau of Labor Statistics does not publish a CPI-U for the metropolitan area in which the property is located, the California Consumer Price Index for All Urban Consumers for All Items as published by the Department of Industrial Relations.

(C) On or after January 1, 2021, if the United States Bureau of Labor Statistics publishes a CPI-U index for one or more metropolitan areas not listed in subparagraph (A), that CPI-U index shall apply in those areas with respect to rent increases that take effect on or after August 1 of the calendar year in which the 12-month change in that CPI-U, as described in subparagraph (B) of paragraph (3), is first published.

(2) "Owner" includes any person, acting as principal or through an agent, having the right to offer residential real property for rent, and includes a predecessor in interest to the owner.

(3) (A) "Percentage change in the cost of living" means the percentage change, computed pursuant to subparagraph (B), in the applicable, as determined pursuant to paragraph (1), Consumer Price Index for All Urban Consumers for All Items.

(B) (i) For rent increases that take effect before August 1 of any calendar year, the following shall apply:

(I) The percentage change shall be the percentage change in the amount published for April of the immediately preceding calendar year and April of the year before that.

(II) If there is not an amount published in April for the applicable geographic area, the percentage change shall be the percentage change in the amount published for March of the immediately preceding calendar year and March of the year before that.

(ii) For rent increases that take effect on or after August 1 of any calendar year, the following shall apply:

(I) The percentage change shall be the percentage change in the amount published for April of that calendar year and April of the immediately preceding calendar year.

(II) If there is not an amount published in April for the applicable geographic area, the percentage change shall be the percentage change in the amount published for March of that calendar year and March of the immediately preceding calendar year.

(iii) The percentage change shall be rounded to the nearest one-tenth of 1 percent.

(4) “Residential real property” means any dwelling or unit that is intended for human habitation, including any dwelling or unit in a mobilehome park.

(5) “Tenancy” means the lawful occupation of residential real property and includes a lease or sublease.

(h) (1) This section shall apply to all rent increases subject to subdivision (a) occurring on or after March 15, 2019, except as provided in subdivision (i).

(2) In the event that an owner has increased the rent by more than the amount permissible under subdivision (a) between March 15, 2019, and January 1, 2020, both of the following shall apply:

(A) The applicable rent on January 1, 2020, shall be the rent as of March 15, 2019, plus the maximum permissible increase under subdivision (a).

(B) An owner shall not be liable to the tenant for any corresponding rent overpayment.

(3) An owner of residential real property subject to subdivision (a) who increased the rental rate on that residential real property on or after March 15, 2019, but prior to January 1, 2020, by an amount less than the rental rate increase permitted by subdivision (a) shall be allowed to increase the rental rate twice, as provided in paragraph (2) of subdivision (a), within 12 months of March 15, 2019, but in no event shall that rental rate increase exceed the maximum rental rate increase permitted by subdivision (a).

(i) (1) Notwithstanding subdivision (h), this section shall apply only to rent increases for a tenancy in a mobilehome subject to subdivision (a) occurring on or after February 18, 2021.

(2) In the event that an owner has increased the rent for a tenancy in a mobilehome by more than the amount permissible under subdivision (a) between February 18, 2021, and January 1, 2022, both of the following shall apply:

(A) The applicable rent on January 1, 2022, shall be the rent as of February 18, 2021, plus the maximum permissible increase under subdivision (a).

(B) An owner shall not be liable to the tenant for any corresponding rent overpayment.

(3) An owner of residential real property subject to subdivision (a) who increased the rental rate on that residential real property on or after February 18, 2021, but prior to January 1, 2022, by an amount less than the rental rate increase permitted by subdivision (a) shall be allowed to increase the rental rate twice, as provided in paragraph (2) of subdivision (a), within 12 months of February 18, 2021, but in no event shall that rental rate increase exceed the maximum rental rate increase permitted by subdivision (a).

(j) This section shall not apply to a homeowner of a mobilehome, as defined in Section 798.9.

(k) (1) An owner who demands, accepts, receives, or retains any payment of rent in excess of the maximum rent allowed by this section shall be liable in a civil action to the tenant from whom those payments are demanded, accepted, received, or retained for all of the following:

(A) Injunctive relief.

(B) Damages in the amount by which any payment demanded, accepted, received, or retained exceeds the maximum allowable rent.

(C) In the court's discretion, reasonable attorney's fees and costs.

(D) Upon a showing that the owner has acted willfully or with oppression, fraud, or malice, damages up to three times the amount by which any payment demanded, accepted, received, or retained exceeds the maximum allowable rent.

(2) The Attorney General, in the name of the people of the State of California, and the city attorney or county counsel in the jurisdiction in which the rental unit is located, in the name of the city or county, may do both of the following:

(A) Enforce the provisions of this section.

(B) Seek injunctive relief based on violations of this section.

(3) In an action pursuant to this subdivision for injunctive relief, it shall be presumed that a tenant suffers irreparable harm through violation of this section.

(4) An action pursuant to this subdivision shall not be brought after the date that is three years from the date on which the cause of action accrued.

(l) Any waiver of the rights under this section shall be void as contrary to public policy.

(m) (1) The Legislature finds and declares that the unique circumstances of the current housing crisis require a statewide response to address rent gouging by establishing statewide limitations on gross rental rate increases.

(2) It is the intent of the Legislature that this section should apply only for the limited time needed to address the current statewide housing crisis, as described in paragraph (1). This section is not intended to expand or limit the authority of local governments to establish local policies regulating rents consistent with Chapter 2.7 (commencing with Section 1954.50), nor is it a statement regarding the appropriate, allowable rental rate increase when a local government adopts a policy regulating rent that is otherwise consistent with Chapter 2.7 (commencing with Section 1954.50).

(3) Nothing in this section authorizes a local government to establish limitations on any rental rate increases not otherwise permissible under Chapter 2.7 (commencing with Section 1954.50), or affects the existing authority of a local government to adopt or maintain rent controls or price controls consistent with that chapter.

(n) This section shall become operative on April 1, 2024.

(o) This section shall remain in effect until January 1, 2030, and as of that date is repealed.

(Repealed (in Sec. 3) and added by Stats. 2023, Ch. 290, Sec. 4. (SB 567) Effective January 1, 2024. Operative April 1, 2024, by its own provisions. Repealed as of January 1, 2030, by its own provisions.)

1947.13. (a) Notwithstanding subdivision (a) of Section 1947.12, upon the expiration of rental restrictions, the following shall apply:

(1) The owner of an assisted housing development who demonstrates, under penalty of perjury, compliance with all applicable provisions of Sections 65863.10, 65863.11, and 65863.13 of the Government Code and any other applicable federal, state, or local law or regulation may establish the initial unassisted rental rate for units in the applicable housing development. Any subsequent rent increase in the development shall be subject to Section 1947.12.

(2) The owner of a deed-restricted affordable housing unit or an affordable housing unit subject to a regulatory restriction contained in an agreement with a government agency limiting rental rates that is not within an assisted housing development may, subject to any applicable federal, state, or local law or regulation, establish the initial rental rate for the unit upon the expiration of the restriction. Any subsequent rent increase for the unit shall be subject to Section 1947.12.

(b) For purposes of this section:

(1) "Assisted housing development" has the same meaning as defined in paragraph (3) of subdivision (a) of Section 65863.10 of the Government Code.

(2) "Expiration of rental restrictions" has the same meaning as defined in paragraph (5) of subdivision (a) of Section 65863.10 of the Government Code.

(c) This section shall remain in effect until January 1, 2030, and as of that date is repealed.

(d) Any waiver of the rights under this section shall be void as contrary to public policy.

(e) This section shall not be construed to preempt any local law.

(Amended by Stats. 2020, Ch. 37, Sec. 10. (AB 3088) Effective August 31, 2020. Repealed as of January 1, 2030, by its own provisions.)

1947.15. (a) The Legislature declares the purpose of this section is to:

(1) Ensure that owners of residential rental units that are subject to a system of controls on the price at which the units may be offered for rent or lease, or controls on the adjustment of the rent level, are not precluded or discouraged from obtaining a fair return on their properties as guaranteed by the United States Constitution and California Constitution because the professional expenses reasonably required in the course of the administrative proceedings, in order to obtain the rent increases necessary to provide a fair return, are not treated as a legitimate business expense.

(2) Encourage agencies which administer a system of controls on the price at which residential rental units may be offered for rent or lease, or controls the adjustment of the rent level, to enact streamlined administrative procedures governing rent adjustment petitions which minimize, to the extent possible, the cost and expense of these administrative proceedings.

(3) Ensure that the cost of professional services reasonably incurred and required by owners of residential rental units subject to a system of controls in the price at which the units may be offered for rent or lease, or controls on the adjustments of the rent level in the course of defending rights related to the rent control system, be treated as a legitimate business expense.

(b) Any city, county, or city and county, including a charter city, which administers an ordinance, charter provision, rule, or regulation that controls or establishes a system of controls on the price at which all or any portion of the residential rental units located within the city, county, or city and county, may be offered for rent or lease, or controls the adjustment of the rent level, and which does not include a system of vacancy decontrol, as defined in subdivision (i), shall permit reasonable expenses, fees, and other costs for professional services, including, but not limited to, legal, accounting, appraisal, bookkeeping, consulting, property management, or architectural services, reasonably incurred in the course of successfully pursuing rights under or in relationship to, that ordinance, charter provision, rule, or regulation, or the right to a fair return on an owner's property as protected by the United States Constitution or California Constitution, to be included in any calculation of net operating income and operating expenses used to determine a fair return to the owner of the property. All expenses, fees, and other costs reasonably incurred by an owner of property in relation to administrative proceedings for purposes specified in this subdivision shall be included in the calculation specified in this subdivision.

(c) Reasonable fees that are incurred by the owner in successfully obtaining a judicial reversal of an adverse administrative decision regarding a petition for upward adjustment of rents shall be assessed against the respondent public agency which issued the adverse administrative decision, and shall not be included in the calculations specified in subdivisions (b) and (d).

(d) (1) Notwithstanding subdivision (b), the city, county, or city and county, on the basis of substantial evidence in the record that the expenses reasonably incurred in the underlying proceeding will not reoccur annually, may amortize the expenses for a period not to exceed five years, except that in extraordinary circumstances, the amortization period may be extended to a period of eight years. The extended amortization period shall not apply to vacant units and shall end if the unit becomes vacant during the period that the expense is being amortized. An amortization schedule shall include a reasonable rate of interest.

(2) Any determination of the reasonableness of the expenses claimed, of an appropriate amortization period, or of the award of an upward adjustment of rents to compensate the owner for expenses and costs incurred shall be made as part of, or immediately following, the decision in the underlying administrative proceeding.

(e) Any and all of the following factors shall be considered in the determination of the reasonableness of the expenses, fees, or other costs authorized by this section:

(1) The rate charged for those professional services in the relevant geographic area.

(2) The complexity of the matter.

(3) The degree of administrative burden or judicial burden, or both, imposed upon the property owner.

(4) The amount of adjustment sought or the significance of the rights defended and the results obtained.

(5) The relationship of the result obtained to the expenses, fees, and other costs incurred (that is, whether professional assistance was reasonably related to the result achieved).

(f) This section shall not be applicable to any ordinance, rule, regulation, or charter provision of any city, county, or city and county, including a charter city, to the extent that the ordinance, rule, or regulation, or charter provision places a limit on the amount of rent that an owner may charge a tenant of a mobilehome park.

(g) For purposes of this section, the rights of a property owner shall be deemed to be successfully pursued or defended if the owner obtains an upward adjustment in rents, successfully defends his or her rights in an administrative proceeding brought by the tenant or the local rent board, or prevails in a proceeding, brought pursuant to Section 1947.8 concerning certification of maximum lawful rents.

(h) (1) If it is determined that a landlord petition assisted by attorneys or consultants is wholly without merit, the tenant shall be awarded a reduction in rent to compensate for the reasonable costs of attorneys or consultants retained by the tenant to defend the petition brought by the landlord. The reasonableness of the costs of the tenant's defense of the action brought by the landlord shall be determined pursuant to the same provisions established by this section for determining the reasonableness of the landlord's costs for the professional services. The determination of the reasonableness of the expenses claimed, an appropriate amortization period, and the award of a reduction in rents to compensate the tenant for costs incurred shall be made immediately following the decision in the underlying administrative proceeding.

(2) If it is determined that a landlord's appeal of an adverse administrative decision is frivolous or solely intended to cause unnecessary delay, the public agency which defended the action shall be awarded its reasonably incurred expenses, including attorney's fees, in defending the action. As used in this paragraph, "frivolous" means either (A) totally and completely without merit; or (B) for the sole purpose of harassing an opposing party.

(i) For purposes of this section, the following terms shall have the following meanings:

(1) "Vacancy decontrol" means a system of controls on the price at which residential rental units may be offered for rent or lease which permits the rent to be increased to its market level, without restriction, each time a vacancy occurs. "Vacancy decontrol" includes systems which reimpose controls on the price at which residential rental units may be offered for rent or lease upon rerental of the unit.

(2) "Vacancy decontrol" includes circumstances where the tenant vacates the unit of his or her own volition, or where the local jurisdiction permits the rent to be raised to market rate after an eviction for cause, as specified in the ordinance, charter provision, rule, or regulation.

(j) This section shall not be construed to affect in any way the ability of a local agency to set its own fair return standards or to limit other actions under its local rent control program other than those expressly set forth in this section.

(k) This section is not operative unless the Costa-Hawkins Rental Housing Act (Chapter 2.7 (commencing with Section 1954.50) of Title 5 of Part 4 of Division 3) is repealed.

(Amended by Stats. 2002, Ch. 301, Sec. 2. Effective January 1, 2003. Section inoperative (beginning Jan. 1, 2003) until condition in subd. (k) is satisfied.)

1948. The attornment of a tenant to a stranger is void, unless it is made with the consent of the landlord, or in consequence of a judgment of a Court of competent jurisdiction.

(Enacted 1872.)

1949. Every tenant who receives notice of any proceeding to recover the real property occupied by him or her, or the possession of the real property, shall immediately inform his or her landlord of the proceeding, and also deliver to the landlord the notice, if in writing, and is responsible to the landlord for all damages which he or she may sustain by reason of any omission to inform the landlord of the notice, or to deliver it to him or her if in writing.

(Amended by Stats. 1989, Ch. 1360, Sec. 11.)

1950. One who hires part of a room for a dwelling is entitled to the whole of the room, notwithstanding any agreement to the contrary; and if a landlord lets a room as a dwelling for more than one family, the person to whom he first lets any part of it is entitled to the possession of the whole room for the term agreed upon, and every tenant in the building, under the same landlord, is relieved from all obligation to pay rent to him while such double letting of any room continues.

(Enacted 1872.)

1950.1. (a) A reusable tenant screening report shall include all of the following information regarding an applicant:

(1) Name.

(2) Contact information.

(3) Verification of employment.

(4) Last known address.

(5) Results of an eviction history check in a manner and for a period of time consistent with applicable law related to the consideration of eviction history in housing.

(b) A reusable tenant screening report shall prominently state the date through which the information contained in the report is current.

(c) A landlord may elect to accept reusable tenant screening reports and may require an applicant to state that there has not been a material change to the information in the reusable tenant screening report.

(d) Notwithstanding Section 1950.6, if an applicant provides a reusable tenant screening report to a landlord that accepts reusable tenant screening reports, the landlord shall not charge the applicant either of the following:

(1) A fee for the landlord to access the report.

(2) An application screening fee.

(e) As used in this section:

(1) “Applicant” has the same meaning as defined in Section 1950.6.

(2) “Application screening fee” has the same meaning as defined in Section 1950.6.

(3) “Consumer report” has the same meaning as defined in Section 1681a of Title 15 of the United States Code.

(4) “Consumer reporting agency” means a person which, for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to third parties and that uses any means or facility of interstate commerce for the purpose of preparing or furnishing consumer reports.

(5) “Landlord” means an owner of residential rental property or the owner’s agent.

(6) “Reusable tenant screening report” means a consumer report that meets all of the following criteria:

(A) Was prepared within the previous 30 days by a consumer reporting agency at the request and expense of an applicant.

(B) Is made directly available to a landlord for use in the rental application process or is provided through a third-party website that regularly engages in the business of providing a reusable tenant screening report and complies with all state and federal laws pertaining to use and disclosure of information contained in a consumer report by a consumer reporting agency.

(C) Is available to the landlord at no cost to access or use.

(f) This section does not affect any other applicable law related to the consideration of criminal history information in housing, including, but not limited to, Article 24 (commencing with Section 12264) of Subchapter 7 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations and local ordinances governing the information that landlords may review and consider when determining to whom they will rent.

(g) If an ordinance, resolution, regulation, administrative action, initiative, or other policy adopted by a city, county, or city and county conflicts with this section, the policy that provides greater protections to applicants shall apply.

(h) This section does not require a landlord to accept reusable tenant screening reports.

(Added by Stats. 2022, Ch. 288, Sec. 1. (AB 2559) Effective January 1, 2023.)

1950.5. (a) This section applies to security for a rental agreement for residential property that is used as the dwelling of the tenant.

(b) As used in this section, “security” means any payment, fee, deposit, or charge, including, but not limited to, any payment, fee, deposit, or charge, except as provided in Section 1950.6, that is imposed at the beginning of the tenancy to be used to reimburse the landlord for costs associated with processing a new tenant or that is imposed as an advance payment of rent, used or to be used for any purpose, including, but not limited to, any of the following:

(1) The compensation of a landlord for a tenant’s default in the payment of rent.

(2) The repair of damages to the premises, exclusive of ordinary wear and tear, caused by the tenant or by a guest or licensee of the tenant.

(3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant’s right to occupy begins after January 1, 2003.

(4) To remedy future defaults by the tenant in any obligation under the rental agreement to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.

(c) (1) Except as provided in paragraph (2), (3), or (5), a landlord shall not demand or receive security, however denominated, in an amount or value in excess of an amount equal to one month's rent, in addition to any rent for the first month paid on or before initial occupancy.

(2) This subdivision does not prohibit an advance payment of not less than six months' rent if the term of the lease is six months or longer.

(3) This subdivision does not preclude a landlord and a tenant from entering into a mutual agreement for the landlord, at the request of the tenant and for a specified fee or charge, to make structural, decorative, furnishing, or other similar alterations, if the alterations are other than cleaning or repairing for which the landlord may charge the previous tenant as provided by subdivision (e).

(4) On or after April 1, 2025, if a landlord or its agent charges a service member who rents residential property in which the service member will reside a higher than standard or advertised security pursuant to paragraph (1) due to the credit history, credit score, housing history, or other factor related to the tenant, the landlord shall provide the tenant with a written statement, on or before the date the lease is signed, of the amount of the higher security and an explanation why the higher security amount is being charged. The additional amount of security shall be returned to the tenant after no more than six months of residency if the tenant is not in arrears for any rent due during that period. The date for return of the additional amount of security shall be included in the lease agreement. For purposes of this paragraph, "service member" has the same meaning as in Section 400 of the Military and Veterans Code.

(5) (A) Notwithstanding paragraph (1), a landlord shall not demand or receive security, however denominated, in an amount or value in excess of an amount equal to two months' rent, in addition to any rent for the first month paid on or before initial occupancy if the landlord meets both of the following requirements:

(i) The landlord is a natural person or a limited liability company in which all members are natural persons.

(ii) The landlord owns no more than two residential rental properties that collectively include no more than four dwelling units offered for rent.

(B) Subparagraph (A) shall not apply if the prospective tenant is a service member. A landlord shall not refuse to enter into a rental agreement for residential property with a prospective tenant who is a service member because this subparagraph prohibits the landlord from demanding or receiving a greater amount of security than that which is established in paragraph (1). For purposes of this subparagraph, "service member" has the same meaning as in Section 400 of the Military and Veterans Code.

(C) For purposes of this paragraph:

(i) "Natural person" includes any natural person who is a settlor or beneficiary of a family trust.

(ii) "Family trust" means a revocable living trust or irrevocable trust in which the settlors and beneficiaries of the trust are persons who are related to each other as sibling, spouse, domestic partner, child, parent, grandparent, or grandchild.

(6) This subdivision shall not apply to a security collected or demanded by the landlord before July 1, 2024.

(d) Any security shall be held by the landlord for the tenant who is party to the lease or agreement. The claim of a tenant to the security shall be prior to the claim of any creditor of the landlord.

(e) (1) Subject to paragraph (2), the landlord may claim of the security only those amounts as are reasonably necessary for the purposes specified in subdivision (b).

(2) (A) The landlord shall not assert a claim against the tenant or the security for damages to the premises or any defective conditions that preexisted the tenancy, for ordinary wear and tear or the effects thereof, whether the wear and tear preexisted the tenancy or occurred during the tenancy, or for the cumulative effects of ordinary wear and tear occurring during any one or more tenancies.

(B) Claims against the tenant or the security for materials or supplies and for work performed by a contractor, the landlord, or the landlord's employee shall be limited to a reasonable amount necessary to restore the premises back to the condition it was in at the inception of the tenancy, exclusive of ordinary wear and tear.

(C) The landlord shall not require a tenant to pay for, or assert a claim against the tenant or the security for, professional carpet cleaning or other professional cleaning services, unless reasonably necessary to return the premises to the condition it was in at the inception of tenancy, exclusive of ordinary wear and tear.

(f) (1) Within a reasonable time after notification of either party's intention to terminate the tenancy, or before the end of the lease term, the landlord shall notify the tenant in writing of the tenant's option to request an initial inspection and of the tenant's right to be

present at the inspection. At a reasonable time, but no earlier than two weeks before the termination or the end of lease date, the landlord, or an agent of the landlord, shall, upon the request of the tenant, make an initial inspection of the premises prior to any final inspection the landlord makes after the tenant has vacated the premises. The purpose of the initial inspection shall be to allow the tenant an opportunity to remedy identified deficiencies, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security. If a tenant chooses not to request an initial inspection, the duties of the landlord under this subdivision are discharged. If an inspection is requested, the parties shall attempt to schedule the inspection at a mutually acceptable date and time. The landlord shall give at least 48 hours' prior written notice of the date and time of the inspection if either a mutual time is agreed upon, or if a mutually agreed time cannot be scheduled but the tenant still wishes an inspection. The tenant and landlord may agree to forgo the 48-hour prior written notice by both signing a written waiver. The landlord shall proceed with the inspection whether the tenant is present or not, unless the tenant previously withdrew their request for the inspection. Written notice by the landlord shall contain, in substantially the same form, the following:

"State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out."

(2) Based on the inspection, the landlord shall give the tenant an itemized statement specifying repairs or cleanings that are proposed to be the basis of any deductions from the security the landlord intends to make pursuant to paragraphs (1) to (4), inclusive, of subdivision (b). This statement shall also include the texts of paragraphs (1) to (4), inclusive, of subdivision (b). The statement shall be given to the tenant, if the tenant is present for the inspection, or shall be left inside the premises.

(3) The tenant shall have the opportunity during the period following the initial inspection until termination of the tenancy to remedy identified deficiencies, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security.

(4) Subject to paragraphs (5) and (6), if an initial inspection is conducted pursuant to this subdivision and, at the time of inspection, the premises do not contain tenant possessions that prevent the landlord from identifying repairs or cleanings due to the presence of those possessions, the landlord shall not use the security for deductions for repairs or cleanings that are not identified in the itemized statement described in paragraph (2).

(5) Nothing in this subdivision shall prevent a landlord from using the security for deductions itemized in the statement provided for in paragraph (2) that were not cured by the tenant so long as the deductions are for damages authorized by this section.

(6) Nothing in this subdivision shall prevent a landlord from using the security for any purpose specified in paragraphs (1) to (4), inclusive, of subdivision (b) that occurs between completion of the initial inspection when possession of the unit is returned to the landlord or that was not identified during the initial inspection due to the presence of a tenant's possessions.

(7) The requirements of this subdivision do not apply when the tenancy is terminated pursuant to subdivision (2), (3), or (4) of Section 1161 of the Code of Civil Procedure.

(g) (1) For tenancies that begin on or after July 1, 2025, the landlord shall take photographs of the unit immediately before, or at the inception of, the tenancy.

(2) Beginning April 1, 2025, the landlord shall take photographs of the unit within a reasonable time after the possession of the unit is returned to the landlord, but prior to any repairs or cleanings for which the landlord will make a deduction from or claim against the security deposit pursuant to this section, and shall also take photographs of the unit within a reasonable time after such repairs or cleanings are completed.

(h) (1) No later than 21 calendar days after the tenant has vacated the premises, but not earlier than the time that either the landlord or the tenant provides a notice to terminate the tenancy under Section 1946 or 1946.1, Section 1161 of the Code of Civil Procedure, or not earlier than 60 calendar days prior to the expiration of a fixed-term lease, the landlord shall furnish the tenant, by personal delivery or by first-class mail, postage prepaid, a copy of an itemized statement indicating the basis for, and the amount of, any security received and the disposition of the security, and shall return any remaining portion of the security to the tenant. After either the landlord or the tenant provides notice to terminate the tenancy, the landlord and tenant may mutually agree to have the landlord deposit any remaining portion of the security deposit electronically to a bank account or other financial institution designated by the tenant. After either the landlord or the tenant provides notice to terminate the tenancy, the landlord and the tenant may also agree to have the landlord provide a copy of the itemized statement along with the copies required by paragraph (2) to an email account provided by the tenant.

(2) The landlord shall also include, along with and at the same time the itemized statement is sent, copies of documents showing charges incurred and deducted by the landlord to repair or clean the premises, as follows:

(A) If the landlord or landlord's employee did the work, the itemized statement shall reasonably describe the work performed. The itemized statement shall include the time spent and the reasonable hourly rate charged.

(B) If the landlord or landlord's employee did not do the work, the landlord shall provide the tenant a copy of the bill, invoice, or receipt supplied by the person or entity performing the work. The itemized statement shall provide the tenant with the name, address, and telephone number of the person or entity, if the bill, invoice, or receipt does not include that information.

(C) If a deduction is made for materials or supplies, the landlord shall provide a copy of the bill, invoice, or receipt. If a particular material or supply item is purchased by the landlord on an ongoing basis, the landlord may document the cost of the item by providing a copy of a bill, invoice, receipt, vendor price list, or other vendor document that reasonably documents the cost of the item used in the repair or cleaning of the unit.

(D) If a deduction is made for repairs or cleanings allowed by this section, the landlord shall provide photographs taken pursuant to subdivision (g), along with a written explanation of the cost of the allowable repairs or cleanings, as described in subparagraphs (A) to (C), inclusive. The landlord may provide such photographs to the tenant by mail, email, computer flash drive, or by providing a link where the tenant may view the photographs online.

(3) If a repair to be done by the landlord or the landlord's employee cannot reasonably be completed within 21 calendar days after the tenant has vacated the premises, or if the documents from a person or entity providing services, materials, or supplies are not in the landlord's possession within 21 calendar days after the tenant has vacated the premises, the landlord may deduct the amount of a good faith estimate of the charges that will be incurred and provide that estimate with the itemized statement. If the reason for the estimate is because the documents from a person or entity providing services, materials, or supplies are not in the landlord's possession, the itemized statement shall include the name, address, and telephone number of the person or entity. Within 14 calendar days of completing the repair or receiving the documentation, the landlord shall complete the requirements in paragraphs (1) and (2) in the manner specified.

(4) The landlord need not comply with paragraph (2) or (3) if either of the following applies:

(A) The deductions for repairs and cleaning together do not exceed one hundred twenty-five dollars ($125).

(B) The tenant waived the rights specified in paragraphs (2) and (3). The waiver shall only be effective if it is signed by the tenant at the same time or after a notice to terminate a tenancy under Section 1946 or 1946.1 has been given, a notice under Section 1161 of the Code of Civil Procedure has been given, or no earlier than 60 calendar days prior to the expiration of a fixed-term lease. The waiver shall substantially include the text of paragraph (2).

(5) Notwithstanding paragraph (4), the landlord shall comply with paragraphs (2) and (3) when a tenant makes a request for documentation within 14 calendar days after receiving the itemized statement specified in paragraph (1). The landlord shall comply within 14 calendar days after receiving the request from the tenant.

(6) Any mailings to the tenant pursuant to this subdivision shall be sent to the address provided by the tenant. If the tenant does not provide an address, mailings pursuant to this subdivision shall be sent to the unit that has been vacated.

(7) The landlord shall not be entitled to claim any amount of the security if the landlord, in bad faith, fails to comply with this subdivision.

(i) Upon termination of the landlord's interest in the premises, whether by sale, assignment, death, appointment of receiver, or otherwise, the landlord or the landlord's agent shall, within a reasonable time, do one of the following acts, either of which shall relieve the landlord of further liability with respect to the security held:

(1) Transfer the portion of the security remaining after any lawful deductions made under subdivision (e) to the landlord's successor in interest. The landlord shall thereafter notify the tenant by personal delivery or by first-class mail, postage prepaid, of the transfer, of any claims made against the security, of the amount of the security deposited, and of the names of the successors in interest, their addresses, and their telephone numbers. If the notice to the tenant is made by personal delivery, the tenant shall acknowledge receipt of the notice and sign their name on the landlord's copy of the notice.

(2) Return the portion of the security remaining after any lawful deductions made under subdivision (e) to the tenant, together with an accounting as provided in subdivision (h).

(j) Prior to the voluntary transfer of a landlord's interest in the premises, the landlord shall deliver to the landlord's successor in interest a written statement indicating the following:

(1) The security remaining after any lawful deductions are made.

(2) An itemization of any lawful deductions from any security received.

(3) Their election under paragraph (1) or (2) of subdivision (i).

This subdivision does not affect the validity of title to the real property transferred in violation of this subdivision.

(j) (1) In the event of noncompliance with subdivision (i), the landlord's successors in interest shall be jointly and severally liable with the landlord for repayment of the security, or that portion thereof to which the tenant is entitled, when and as provided in subdivisions (e) and (h). A successor in interest of a landlord may not require the tenant to post any security to replace that amount not transferred to the tenant or successors in interest as provided in subdivision (i), unless and until the successor in interest first makes restitution of the initial security as provided in paragraph (2) of subdivision (i) or provides the tenant with an accounting as provided in subdivision (h).

(2) This subdivision does not preclude a successor in interest from recovering from the tenant compensatory damages that are in excess of the security received from the landlord previously paid by the tenant to the landlord.

(3) Notwithstanding this subdivision, if, upon inquiry and reasonable investigation, a landlord's successor in interest has a good faith belief that the lawfully remaining security deposit is transferred to the successor in interest or returned to the tenant pursuant to subdivision (i), the successor in interest is not liable for damages as provided in subdivision (m), or any security not transferred pursuant to subdivision (i).

(l) Upon receipt of any portion of the security under paragraph (1) of subdivision (i), the landlord's successors in interest shall have all of the rights and obligations of a landlord holding the security with respect to the security.

(m) The bad faith claim or retention by a landlord or the landlord's successors in interest of the security or any portion thereof in violation of this section, or the bad faith demand of replacement of security in violation of subdivision (k), may subject the landlord or the landlord's successors in interest to statutory damages of up to twice the amount of the security, in addition to actual damages. The court may award damages for bad faith whenever the facts warrant that award, regardless of whether the injured party has specifically requested relief. In an action under this section, the landlord or the landlord's successors in interest shall have the burden of proof as to the reasonableness of the amounts claimed or the authority pursuant to this section to demand additional security deposits.

(n) A lease or rental agreement shall not contain a provision characterizing any security as "nonrefundable."

(o) An action under this section may be maintained in small claims court if the damages claimed, whether actual, statutory, or both, are within the jurisdictional amount allowed by Section 116.220 or 116.221 of the Code of Civil Procedure.

(p) Proof of the existence of and the amount of a security deposit may be established by any credible evidence, including, but not limited to, a canceled check, a receipt, a lease indicating the requirement of a deposit as well as the amount, prior consistent statements or actions of the landlord or tenant, or a statement under penalty of perjury that satisfies the credibility requirements set forth in Section 780 of the Evidence Code.

(q) The amendments to this section made during the 1985 portion of the 1985–86 Regular Session of the Legislature that are set forth in subdivision (e) are declaratory of existing law.

(r) The amendments to this section made during the 2003 portion of the 2003–04 Regular Session of the Legislature that are set forth in paragraph (1) of subdivision (f) are declaratory of existing law.

(s) This section shall become operative on July 1, 2024.

(Amended (as added by Stats. 2023, Ch. 733, Sec. 2) by Stats. 2024, Ch. 287, Sec. 4.5. (SB 611) Effective January 1, 2025.)

1950.6. (a) Notwithstanding Section 1950.5, when a landlord or their agent receives a request to rent a residential property from an applicant, the landlord or their agent may charge, pursuant to subdivision (c), that applicant an application screening fee to cover the costs of obtaining information about the applicant. The information requested and obtained by the landlord or their agent may include, but is not limited to, personal reference checks and consumer credit reports produced by consumer credit reporting agencies as defined in Section 1785.3. A landlord or their agent may, but is not required to, accept and rely upon a consumer credit report presented by an applicant.

(b) The amount of the application screening fee shall not be greater than the actual out-of-pocket costs of gathering information concerning the applicant, including, but not limited to, the cost of using a tenant screening service or a consumer credit reporting service, and the reasonable value of time spent by the landlord or their agent in obtaining information on the applicant. In no case shall the amount of the application screening fee charged by the landlord or their agent be greater than thirty dollars ($30) per applicant. The thirty dollar ($30) application screening fee may be adjusted annually by the landlord or their agent commensurate with an increase in the Consumer Price Index, beginning on January 1, 1998.

(c) (1) A landlord or their agent shall not charge an applicant an application screening fee when they know or should have known that no rental unit is available at that time or will be available within a reasonable period of time.

(2) A landlord or their agent may charge an applicant an application screening fee only if the landlord or their agent, at the time the application screening fee is collected, offers any of the following:

(A) An application screening process that complies with all of the following:

(i) Completed applications are considered, as provided for in the landlord's established screening criteria, in the order in which the completed applications were received. The landlord's screening criteria shall be provided to the applicant in writing together with the application form.

(ii) The first applicant who meets the landlord's established screening criteria is approved for tenancy.

(iii) Applicants are not charged an application screening fee unless or until their application is actually considered.

(iv) Clause (iii) shall not be considered violated if a landlord or their agent inadvertently collects an application screening fee from an applicant as the result of multiple concurrent application submissions, provided that the landlord or their agent issues a refund of the application screening fee within 7 days to any applicant whose application is not considered. The landlord may offer, as an alternative to refunding the screening fee, the option, at the applicant's discretion, for the screening fee paid by the applicant to be applied to an application for another rental unit offered by the landlord. A landlord or their agent shall not be required to refund an application screening fee to an applicant whose application is denied, after consideration, because the applicant does not meet the landlord's established screening criteria.

(B) An application screening process in which the landlord or their agent returns the entire screening fee to any applicant who is not selected for tenancy, regardless of the reason, within 7 days of selecting an applicant for tenancy or 30 days of when the application was submitted, whichever occurs first.

(d) The landlord or their agent shall provide, personally, or by mail, the applicant with a receipt for the fee paid by the applicant, which receipt shall itemize the out-of-pocket expenses and time spent by the landlord or their agent to obtain and process the information about the applicant. The landlord or their agent and the applicant may agree to have the landlord provide a copy of the receipt for the fee paid by the applicant to an email account provided by the applicant.

(e) If the landlord or their agent does not perform a personal reference check or does not obtain a consumer credit report, the landlord or their agent shall return any amount of the screening fee that is not used for the purposes authorized by this section to the applicant.

(f) If an application screening fee has been paid by the applicant, the landlord or their agent shall provide a copy of the consumer credit report to the applicant who is the subject of that report by personal delivery, mail, or email within 7 days of the landlord or their agent receiving the report.

(g) Nothing in this section prevents a landlord from accepting a reusable screening report pursuant to Section 1950.1.

(h) As used in this section, "landlord" means an owner of residential rental property.

(i) As used in this section, "application screening fee" means any nonrefundable payment of money charged by a landlord or their agent to an applicant, the purpose of which is to purchase a consumer credit report and to validate, review, or otherwise process an application for the rent or lease of residential rental property.

(j) As used in this section, "applicant" means any entity or individual who makes a request to a landlord or their agent to rent a residential housing unit, or an entity or individual who agrees to act as a guarantor or cosignor on a rental agreement.

(k) The application screening fee shall not be considered an "advance fee" as that term is used in Section 10026 of the Business and Professions Code, and shall not be considered "security" as that term is used in Section 1950.5.

(l) This section is not intended to preempt any provisions or regulations that govern the collection of deposits and fees under federal or state housing assistance programs.

(Amended by Stats. 2024, Ch. 966, Sec. 1. (AB 2493) Effective January 1, 2025.)

1950.7. (a) Any payment or deposit of money the primary function of which is to secure the performance of a rental agreement for other than residential property or any part of the agreement, other than a payment or deposit, including an advance payment of rent, made to secure the execution of a rental agreement, shall be governed by the provisions of this section. With respect to residential property, the provisions of Section 1950.5 shall prevail.

(b) The payment or deposit of money shall be held by the landlord for the tenant who is party to the agreement. The claim of a tenant to the payment or deposit shall be prior to the claim of any creditor of the landlord, except a trustee in bankruptcy.

(c) The landlord may claim of the payment or deposit only those amounts as are reasonably necessary to remedy tenant defaults in the payment of rent, to repair damages to the premises caused by the tenant, or to clean the premises upon termination of the tenancy, if the payment or deposit is made for any or all of those specific purposes.

(1) If the claim of the landlord upon the payment or deposit is only for defaults in the payment of rent and the security deposit equals no more than one month's rent plus a deposit amount clearly described as the payment of the last month's rent, then any

remaining portion of the payment or deposit shall be returned to the tenant at a time as may be mutually agreed upon by landlord and tenant, but in no event later than 30 days from the date the landlord receives possession of the premises.

(2) If the claim of the landlord upon the payment or deposit is only for defaults in the payment of rent and the security deposit exceeds the amount of one month's rent plus a deposit amount clearly described as the payment of the last month's rent, then any remaining portion of the payment or deposit in excess of an amount equal to one month's rent shall be returned to the tenant no later than two weeks after the date the landlord receives possession of the premises, with the remainder to be returned or accounted for within 30 days from the date the landlord receives possession of the premises.

(3) If the claim of the landlord upon the payment or deposit includes amounts reasonably necessary to repair damages to the premises caused by the tenant or to clean the premises, then any remaining portion of the payment or deposit shall be returned to the tenant at a time as may be mutually agreed upon by landlord and tenant, but in no event later than 30 days from the date the landlord receives possession of the premises.

(d) Upon termination of the landlord's interest in the unit in question, whether by sale, assignment, death, appointment of receiver or otherwise, the landlord or the landlord's agent shall, within a reasonable time, do one of the following acts, either of which shall relieve the landlord of further liability with respect to the payment or deposit:

(1) Transfer the portion of the payment or deposit remaining after any lawful deductions made under subdivision (c) to the landlord's successor in interest, and thereafter notify the tenant by personal delivery or certified mail of the transfer, of any claims made against the payment or deposit, and of the transferee's name and address. If the notice to the tenant is made by personal delivery, the tenant shall acknowledge receipt of the notice and sign his or her name on the landlord's copy of the notice.

(2) Return the portion of the payment or deposit remaining after any lawful deductions made under subdivision (c) to the tenant.

(e) Upon receipt of any portion of the payment or deposit under paragraph (1) of subdivision (d), the transferee shall have all of the rights and obligations of a landlord holding the payment or deposit with respect to the payment or deposit.

(f) The bad faith retention by a landlord or transferee of a payment or deposit or any portion thereof, in violation of this section, may subject the landlord or the transferee to damages not to exceed two hundred dollars ($200), in addition to any actual damages.

(g) This section is declarative of existing law and therefore operative as to all tenancies, leases, or rental agreements for other than residential property created or renewed on or after January 1, 1971.

(Amended by Stats. 2003, Ch. 89, Sec. 1. Effective January 1, 2004.)

1950.8. (a) This section applies only to commercial leases and nonresidential tenancies of real property.

(b) It shall be unlawful for any person to require, demand, or cause to make payable any payment of money, including, but not limited to, "key money," however denominated, or the lessor's attorney's fees reasonably incurred in preparing the lease or rental agreement, as a condition of initiating, continuing, or renewing a lease or rental agreement, unless the amount of payment is stated in the written lease or rental agreement.

(c) Any person who requires, demands, or causes to make payable any payment in violation of subdivision (a), shall be subject to civil penalty of three times the amount of actual damages proximately suffered by the person seeking to obtain the lease or rental of real property, and the person so damaged shall be entitled to an award of costs, including reasonable attorney's fees, reasonable incurred in connection with obtaining the civil penalty.

(d) Nothing in this section shall prohibit the advance payment of rent, if the amount and character of the payment are clearly stated in a written lease or rental agreement.

(e) Nothing in this section shall prohibit any person from charging a reasonable amount for the purpose of conducting reasonable business activity in connection with initiating, continuing, or renewing a lease or rental agreement for nonresidential real property, including, but not limited to, verifying creditworthiness or qualifications of any person seeking to initiate, continue, or renew a lease or rental agreement for any use other than residential use, or cleaning fees, reasonably incurred in connection with the hiring of the real property.

(f) Nothing in this section shall prohibit a person from increasing a tenant's rent for nonresidential real property in order to recover building operating costs incurred on behalf of the tenant, if the right to the rent, the method of calculating the increase, and the period of time covered by the increase is stated in the lease or rental agreement.

(Added by Stats. 2001, Ch. 368, Sec. 1. Effective January 1, 2002.)

1950.9. (a) A landlord of a commercial real property shall not charge a qualified commercial tenant a fee to recover building operating costs unless all of the following apply:

(1) The building operating costs are allocated proportionately per tenant, by square footage, or another method as substantiated through supporting documentation provided by the landlord to the qualified commercial tenant.

(2) The building operating costs have been incurred within the previous 18 months, or are reasonably expected to be incurred within the next 12 months based on reasonable estimates.

(3) Before the execution of the lease, the landlord provides the prospective qualified commercial tenant a paper or electronic notice stating that the tenant may inspect any supporting documentation of building operating costs upon written request pursuant to paragraph (4).

(4) Within 30 days of a written request, the landlord provides the qualified commercial tenant supporting documentation of the previously incurred or reasonably expected building operating costs.

(5) The costs do not include expenses paid by a tenant directly to a third party.

(6) The costs do not include expenses for which a third party, tenant, or insurance reimbursed the landlord.

(b) A landlord of a commercial real property shall not charge a fee to recover any building operating costs from the qualified commercial tenant until the landlord provides the qualified commercial tenant supporting documentation.

(c) During the course of a commercial tenancy, the landlord shall not alter the method or formula used to allocate building operating costs to the qualified commercial tenant in a way that increases the qualified commercial tenant's share of those costs, unless the qualified commercial tenant is provided with written notice of the change in the method or formula with supporting documentation of the basis of the alteration.

(d) In an action for an unlawful detainer, ejectment, or other action to recover possession based on a failure to pay a fee to recover building operating costs, a qualified commercial tenant may raise, as an affirmative defense, that the landlord violated this section.

(e) A landlord of a commercial real property who violates this section shall be liable to a qualified commercial tenant in a civil action for all of the following:

(1) Actual damages.

(2) In the courts discretion, reasonable attorney's fees and costs.

(3) Upon showing that the landlord, lessor, or their agent has acted willfully or with oppression, fraud, or malice both of the following:

(A) Three times the amount of actual damages.

(B) Punitive damages.

(f) The district attorney, city attorney, or county counsel in the jurisdiction in which the commercial real property is located, in the name of the city or county, may seek injunctive relief based on a violation of this section.

(g) Any waiver of a right under this section by a qualified commercial tenant shall be void as a matter of public policy.

(h) For the purposes of this section, the following definitions apply:

(1) "Building operating costs" means costs that are incurred on behalf of a tenant for the operation, maintenance, or repair of the commercial real property, including, but not limited to, maintenance of common areas, utilities that are not separately metered, and taxes or assessments charged to the landlord pursuant to property ownership.

(2) "Commercial real property" means all real property in this state, except dwelling units subject to this chapter, mobilehomes, as defined in Section 798.3, and recreational vehicles, as defined in Section 799.29.

(3) "Microenterprise" has the same meaning as that term is defined in subdivision (a) of Section 18000 of the Business and Professions Code.

(4) "Nonprofit organization" means any private nonprofit organization that qualifies under Section 501(c)(3) of the United States Internal Revenue Code of 1986.

(5) "Qualified commercial tenant" means a tenant of commercial real property that meets both of the following requirements:

(A) The tenant is a microenterprise, a restaurant with fewer than 10 employees, or a nonprofit organization with fewer than 20 employees.

(B) (i) Subject to clause (ii), the tenant has provided the landlord, within the previous 12 months, a written notice that the tenant is a qualified commercial tenant and a self-attestation regarding the number of employees, at such time the protections under this section come into place.

(ii) Unless the tenancy is from week to week, month to month, or other period less than a month, the tenant provided the notice and self-attestation described in clause (i) before or upon execution of the lease, and annually thereafter, at such time the protections under this section come into place.

(6) “Supporting documentation” means a dated and itemized quote, contract, receipt, or invoice from a licensed contractor or a provider of services that includes, but is not limited to, both of the following:

(A) A tabulation showing how the costs are allocated among tenants in compliance with paragraph (1) of subdivision (a).

(B) A signed and dated attestation by the landlord that the documentation and costs are true and correct.

(i) This section shall only apply to the following:

(1) Leases executed or tenancies commenced or renewed on or after January 1, 2025.

(2) A tenancy that is from week to week, month to month, or other period less than a month.

(3) Leases executed or tenancies commenced before January 1, 2025, that do not contain a provision regarding building operating costs.

(j) This section does not apply to assessment levied pursuant to Part 7 (commencing with Section 36600) of Division 18 of the Streets and Highways Code.

(Added by Stats. 2024, Ch. 1015, Sec. 4. (SB 1103) Effective January 1, 2025.)

1951. As used in Sections 1951.2 to 1952.6, inclusive:

(a) “Rent” includes charges equivalent to rent.

(b) “Lease” includes a sublease.

(Added by Stats. 1970, Ch. 89.)

1951.2. (a) Except as otherwise provided in Section 1951.4, if a lessee of real property breaches the lease and abandons the property before the end of the term or if his right to possession is terminated by the lessor because of a breach of the lease, the lease terminates. Upon such termination, the lessor may recover from the lessee:

(1) The worth at the time of award of the unpaid rent which had been earned at the time of termination;

(2) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the lessee proves could have been reasonably avoided;

(3) Subject to subdivision (c), the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the lessee proves could be reasonably avoided; and

(4) Any other amount necessary to compensate the lessor for all the detriment proximately caused by the lessee’s failure to perform his obligations under the lease or which in the ordinary course of things would be likely to result therefrom.

(b) The “worth at the time of award” of the amounts referred to in paragraphs (1) and (2) of subdivision (a) is computed by allowing interest at such lawful rate as may be specified in the lease or, if no such rate is specified in the lease, at the legal rate. The worth at the time of award of the amount referred to in paragraph (3) of subdivision (a) is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1 percent.

(c) The lessor may recover damages under paragraph (3) of subdivision (a) only if:

(1) The lease provides that the damages he may recover include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award, or for any shorter period of time specified in the lease, exceeds the amount of such rental loss for the same period that the lessee proves could be reasonably avoided; or

(2) The lessor relet the property prior to the time of award and proves that in reletting the property he acted reasonably and in a good-faith effort to mitigate the damages, but the recovery of damages under this paragraph is subject to any limitations specified in the lease.

(d) Efforts by the lessor to mitigate the damages caused by the lessee’s breach of the lease do not waive the lessor’s right to recover damages under this section.

(e) Nothing in this section affects the right of the lessor under a lease of real property to indemnification for liability arising prior to the termination of the lease for personal injuries or property damage where the lease provides for such indemnification.

(Added by Stats. 1970, Ch. 89.)

1951.3. (a) This section applies to real property other than commercial real property, as defined in subdivision (d) of Section 1954.26.

(b) Real property shall be deemed abandoned by the lessee, within the meaning of Section 1951.2, and the lease shall terminate if the lessor gives written notice of belief of abandonment as provided in this section and the lessee fails to give the lessor written notice, prior to the date of termination specified in the lessor's notice, stating that the lessee does not intend to abandon the real property and stating an address at which the lessee may be served by certified mail in any action for unlawful detainer of the real property.

(c) The lessor may give a notice of belief of abandonment to the lessee pursuant to this section only where the rent on the property has been due and unpaid for at least 14 consecutive days and the lessor reasonably believes that the lessee has abandoned the property. The date of termination of the lease shall be specified in the lessor's notice and shall be not less than 15 days after the notice is served personally or, if mailed, not less than 18 days after the notice is deposited in the mail.

(d) The lessor's notice of belief of abandonment shall be personally delivered to the lessee or sent by first-class mail, postage prepaid, to the lessee at the lessee's last known address and, if there is reason to believe that the notice sent to that address will not be received by the lessee, also to any other address known to the lessor where the lessee may reasonably be expected to receive the notice.

(e) The notice of belief of abandonment shall be in substantially the following form:

Notice of Belief of Abandonment
To: _____ (Name of lessee/tenant) _____ _____ (Address of lessee/tenant) _____
This notice is given pursuant to Section 1951.3 of the Civil Code concerning the real property leased by you at _____ (state location of the property by address or other sufficient description). The rent on this property has been due and unpaid for 14 consecutive days and the lessor/landlord believes that you have abandoned the property. The real property will be deemed abandoned within the meaning of Section 1951.2 of the Civil Code and your lease will terminate on _____ (here insert a date not less than 15 days after this notice is served personally or, if mailed, not less than 18 days after this notice is deposited in the mail) unless before that date the lessor/landlord receives at the address indicated below a written notice from you stating both of the following: (1) Your intent not to abandon the real property. (2) An address at which you may be served by certified mail in any action for unlawful detainer of the real property. You are required to pay the rent due and unpaid on this real property as required by the lease, and your failure to do so can lead to a court proceeding against you.
Dated: _____ _____ (Signature of lessor/landlord) (Type or print name of lessor/landlord) (Address to which lessee/tenant is to send notice)

(f) The real property shall not be deemed to be abandoned pursuant to this section if the lessee proves any of the following:

(1) At the time the notice of belief of abandonment was given, the rent was not due and unpaid for 14 consecutive days.

(2) At the time the notice of belief of abandonment was given, it was not reasonable for the lessor to believe that the lessee had abandoned the real property. The fact that the lessor knew that the lessee left personal property on the real property does not, of itself, justify a finding that the lessor did not reasonably believe that the lessee had abandoned the real property.

(3) Before the date specified in the lessor's notice, the lessee gave written notice to the lessor stating the lessee's intent not to abandon the real property and stating an address at which the lessee may be served by certified mail in any action for unlawful detainer of the real property.

(4) During the period beginning 14 days before the time the notice of belief of abandonment was given and ending on the date the lease would have terminated pursuant to the notice, the lessee paid to the lessor all or a portion of the rent due and unpaid on the real property.

(g) Nothing in this section precludes the lessor or the lessee from otherwise proving that the real property has been abandoned by the lessee within the meaning of Section 1951.2.

(h) Nothing in this section precludes the lessor from serving a notice requiring the lessee to pay rent or quit as provided in Sections 1161 and 1162 of the Code of Civil Procedure at any time permitted by those sections, or affects the time and manner of giving any other notice required or permitted by law. The giving of the notice provided by this section does not satisfy the requirements of Sections 1161 and 1162 of the Code of Civil Procedure.

(Amended by Stats. 2018, Ch. 104, Sec. 2. (AB 2847) Effective January 1, 2019.)

1951.35. (a) This section applies only to commercial real property, as defined in subdivision (d) of Section 1954.26.

(b) Commercial real property shall be deemed abandoned by the lessee within the meaning of Section 1951.2 and the lease shall terminate if the lessor gives written notice of belief of abandonment pursuant to subdivision (c) and, prior to the date of termination specified in the lessor's notice of belief of abandonment, the lessee fails to give the lessor written notice stating that the lessee does not intend to abandon the commercial real property and provides an address at which the lessee may be served by certified mail in an action for unlawful detainer of real property.

(c) The lessor may give notice of belief of abandonment pursuant to this section only if the rent on the property has been due and unpaid for at least the number of days required for the lessor to declare a rent default under the terms of the lease, but in no case less than three days, and the lessor reasonably believes that the lessee has abandoned the property. The date of termination of the lease shall be specified in the notice and shall be not less than 15 days after the notice is served personally, sent to the lessee by an overnight courier service, or deposited in the mail.

(d) The lessor's notice of belief of abandonment shall be personally delivered to the lessee, sent by a recognized overnight carrier, or sent by first-class mail, postage prepaid, to the lessee at the lessee's last known address, and, if there is reason to believe that the notice sent to that address will not be received by the lessee, also to any other address known to the lessor where the lessee may reasonably be expected to receive the notice.

(e) The notice of belief of abandonment shall be in substantially the following form:

Notice of Belief of Abandonment
To: _____ (Name of lessee/tenant) _____ _____ (Address of lessee/tenant) _____
This notice is given pursuant to Section 1951.35 of the Civil Code concerning the real property leased by you at _____ (state location of the property by address or other sufficient description). The rent on this property has been due and unpaid for the number of days necessary to declare a rent default under your lease and the lessor/landlord believes that you have abandoned the property. The real property will be deemed abandoned within the meaning of Section 1951.2 of the Civil Code and your lease will terminate on _____ (here insert a date not less than 15 days after this notice is served personally, sent by overnight courier service, or deposited in the mail) unless before that date the lessor/landlord receives at the address below a written notice from you stating both of the following: (1) Your intent not to abandon the real property. (2) An address at which you may be served by certified mail in any action for unlawful detainer of the real property. You are required to pay the rent due and unpaid on this real property as required by the lease, and your failure to do so can lead to a court proceeding against you.
Dated: _____ _____ (Signature of lessor/landlord) (Type or print name of lessor/landlord) (Address to which lessee/tenant is to send notice)

(f) The real property shall not be deemed to be abandoned pursuant to this section if the lessee provides any of the following:

(1) At the time the notice of belief of abandonment was given, the rent was not due and unpaid for the time period necessary to declare a rent default under the lessee's lease.

(2) At the time the notice of belief of abandonment was given, it was not reasonable for the lessor to believe that the lessee had abandoned the real property. The fact that the lessor knew that the lessee left personal property on the real property does not, by itself, justify a finding that the lessor did not believe that the lessee had abandoned the real property.

(3) Before the date specified in the lessor's notice, the lessee gave written notice to the lessor stating the lessee's intent not to abandon the real property and provided an address at which the lessee may be served by certified mail in an action for unlawful

detainer of real property.

(4) During the period beginning at the start of the applicable rent default period and ending on the date the lease would have terminated pursuant to the notice, the lessee paid to the lessor all or a portion of the rent due and unpaid on the real property.

(g) Nothing in this section precludes the lessor or the lessee from otherwise proving that the real property has been abandoned by the lessee within the meaning of Section 1951.2.

(h) Nothing in this section precludes the lessor from serving a notice requiring the lessee to pay rent or quit as provided in Section 1161 or 1162 of the Code of Civil Procedure at any time permitted by those sections, or affects the time and manner of giving any other notice required or permitted by law. Giving notice pursuant to this section does not satisfy the requirements of Section 1161 or 1162 of the Code of Civil Procedure.

(Added by Stats. 2018, Ch. 104, Sec. 3. (AB 2847) Effective January 1, 2019.)

1951.4. (a) The remedy described in this section is available only if the lease provides for this remedy. In addition to any other type of provision used in a lease to provide for the remedy described in this section, a provision in the lease in substantially the following form satisfies this subdivision:

"The lessor has the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations)."

(b) Even though a lessee of real property has breached the lease and abandoned the property, the lease continues in effect for so long as the lessor does not terminate the lessee's right to possession, and the lessor may enforce all the lessor's rights and remedies under the lease, including the right to recover the rent as it becomes due under the lease, if any of the following conditions is satisfied:

(1) The lease permits the lessee, or does not prohibit or otherwise restrict the right of the lessee, to sublet the property, assign the lessee's interest in the lease, or both.

(2) The lease permits the lessee to sublet the property, assign the lessee's interest in the lease, or both, subject to express standards or conditions, provided the standards and conditions are reasonable at the time the lease is executed and the lessor does not require compliance with any standard or condition that has become unreasonable at the time the lessee seeks to sublet or assign. For purposes of this paragraph, an express standard or condition is presumed to be reasonable; this presumption is a presumption affecting the burden of proof.

(3) The lease permits the lessee to sublet the property, assign the lessee's interest in the lease, or both, with the consent of the lessor, and the lease provides that the consent shall not be unreasonably withheld or the lease includes a standard implied by law that consent shall not be unreasonably withheld.

(c) For the purposes of subdivision (b), the following do not constitute a termination of the lessee's right to possession:

(1) Acts of maintenance or preservation or efforts to relet the property.

(2) The appointment of a receiver upon initiative of the lessor to protect the lessor's interest under the lease.

(3) Withholding consent to a subletting or assignment, or terminating a subletting or assignment, if the withholding or termination does not violate the rights of the lessee specified in subdivision (b).

(Amended by Stats. 1991, Ch. 67, Sec. 1.)

1951.5. Section 1671, relating to liquidated damages, applies to a lease of real property.

(Amended by Stats. 1977, Ch. 198.)

1951.7. (a) As used in this section, "advance payment" means moneys paid to the lessor of real property as prepayment of rent, or as a deposit to secure faithful performance of the terms of the lease, or another payment that is the substantial equivalent of either of these. A payment that is not in excess of the amount of one month's rent is not an advance payment for purposes of this section.

(b) The notice provided by subdivision (c) is required to be given only if all of the following apply:

(1) The lessee has made an advance payment.

(2) The lease is terminated pursuant to Section 1951.2.

(3) The lessee has made a request, in writing, to the lessor that he or she be given notice under subdivision (c).

(c) Upon the initial reletting of the property, the lessor shall send a written notice to the lessee stating that the property has been relet, the name and address of the new lessee, and the length of the new lease and the amount of the rent. The notice shall be delivered to the lessee personally, or be sent by regular mail to the lessee at the address shown on the request, not later than 30 days after the new lessee takes possession of the property. Notice is not required if the amount of the rent due and unpaid at the time of termination exceeds the amount of the advance payment.

(Amended by Stats. 2008, Ch. 179, Sec. 32. Effective January 1, 2009.)

1951.8. Nothing in Section 1951.2 or 1951.4 affects the right of the lessor under a lease of real property to equitable relief where such relief is appropriate.

(Added by Stats. 1970, Ch. 89.)

1952. (a) Except as provided in subdivision (c), nothing in Sections 1951 to 1951.8, inclusive, affects the provisions of Chapter 4 (commencing with Section 1159) of Title 3 of Part 3 of the Code of Civil Procedure, relating to actions for unlawful detainer, forcible entry, and forcible detainer.

(b) Unless the lessor amends the complaint as provided in paragraph (1) of subdivision (a) of Section 1952.3 to state a claim for damages not recoverable in the unlawful detainer proceeding, the bringing of an action under the provisions of Chapter 4 (commencing with Section 1159) of Title 3 of Part 3 of the Code of Civil Procedure does not affect the lessor's right to bring a separate action for relief under Sections 1951.2, 1951.5, and 1951.8, but no damages shall be recovered in the subsequent action for any detriment for which a claim for damages was made and determined on the merits in the previous action.

(c) After the lessor obtains possession of the property under a judgment pursuant to Section 1174 of the Code of Civil Procedure, he is no longer entitled to the remedy provided under Section 1951.4 unless the lessee obtains relief under Section 1179 of the Code of Civil Procedure.

(Amended by Stats. 1977, Ch. 49.)

1952.2. Sections 1951 to 1952, inclusive, do not apply to:

(a) Any lease executed before July 1, 1971.

(b) Any lease executed on or after July 1, 1971, if the terms of the lease were fixed by a lease, option, or other agreement executed before July 1, 1971.

(Added by Stats. 1970, Ch. 89.)

1952.3. (a) Except as provided in subdivisions (b) and (c), if the lessor brings an unlawful detainer proceeding and possession of the property is no longer in issue because possession of the property has been delivered to the lessor before trial or, if there is no trial, before judgment is entered, the case becomes an ordinary civil action in which:

(1) The lessor may obtain any relief to which he is entitled, including, where applicable, relief authorized by Section 1951.2; but, if the lessor seeks to recover damages described in paragraph (3) of subdivision (a) of Section 1951.2 or any other damages not recoverable in the unlawful detainer proceeding, the lessor shall first amend the complaint pursuant to Section 472 or 473 of the Code of Civil Procedure so that possession of the property is no longer in issue and to state a claim for such damages and shall serve a copy of the amended complaint on the defendant in the same manner as a copy of a summons and original complaint is served.

(2) The defendant may, by appropriate pleadings or amendments to pleadings, seek any affirmative relief, and assert all defenses, to which he is entitled, whether or not the lessor has amended the complaint; but subdivision (a) of Section 426.30 of the Code of Civil Procedure does not apply unless, after delivering possession of the property to the lessor, the defendant (i) files a cross-complaint or (ii) files an answer or an amended answer in response to an amended complaint filed pursuant to paragraph (1).

(b) The defendant's time to respond to a complaint for unlawful detainer is not affected by the delivery of possession of the property to the lessor; but, if the complaint is amended as provided in paragraph (1) of subdivision (a), the defendant has the same time to respond to the amended complaint as in an ordinary civil action.

(c) The case shall proceed as an unlawful detainer proceeding if the defendant's default (1) has been entered on the unlawful detainer complaint and (2) has not been opened by an amendment of the complaint or otherwise set aside.

(d) Nothing in this section affects the pleadings that may be filed, relief that may be sought, or defenses that may be asserted in an unlawful detainer proceeding that has not become an ordinary civil action as provided in subdivision (a).

(Added by Stats. 1977, Ch. 49.)

1952.4. An agreement for the exploration for or the removal of natural resources is not a lease of real property within the meaning of Sections 1951 to 1952.2, inclusive.

(Added by Stats. 1970, Ch. 89.)

1952.6. (a) Sections 1951 to 1952.2, inclusive, shall not apply to any lease or agreement for a lease of real property between any public entity and any nonprofit corporation whose title or interest in the property is subject to reversion to or vesting in a public entity and which issues bonds or other evidences of indebtedness, the interest on which is exempt from federal income taxes for the purpose of acquiring, constructing, or improving the property or a building or other facility thereon, or between any public entity and any other public entity, unless the lease or the agreement shall specifically provide that Sections 1951 to 1952.2, inclusive, or any portions thereof, are applicable to the lease or the agreement.

(b) Except as provided in subdivision (a), a public entity lessee in a contract for a capital lease of real property involving the payment of rents of one million dollars ($1,000,000) or more may elect to waive any of the remedies for a breach of the lease provided in Sections 1951 to 1952.2, inclusive, and contract instead for any other remedy permitted by law. As used in this subdivision, “capital lease” refers to a lease entered into for the purpose of acquiring, constructing, or improving the property or a building or other facility thereon.

(c) As used in this section, “public entity” includes the state, a county, city and county, city, district, public authority, public agency, or any other political subdivision or public corporation.

(Amended by Stats. 1989, Ch. 613, Sec. 1.)

1952.7. (a) (1) Any term in a lease that is executed, renewed, or extended on or after January 1, 2015, that conveys any possessory interest in commercial property that either prohibits or unreasonably restricts the installation or use of an electric vehicle charging station in a parking space associated with the commercial property, or that is otherwise in conflict with the provisions of this section, is void and unenforceable.

(2) This subdivision does not apply to provisions that impose reasonable restrictions on the installation of electric vehicle charging stations. However, it is the policy of the state to promote, encourage, and remove obstacles to the use of electric vehicle charging stations.

(3) This subdivision shall not grant the holder of a possessory interest under the lease described in paragraph (1) the right to install electric vehicle charging stations in more parking spaces than are allotted to the leaseholder in his or her lease, or, if no parking spaces are allotted, a number of parking spaces determined by multiplying the total number of parking spaces located at the commercial property by a fraction, the denominator of which is the total rentable square feet at the property, and the numerator of which is the number of total square feet rented by the leaseholder.

(4) If the installation of an electric vehicle charging station has the effect of granting the leaseholder a reserved parking space and a reserved parking space is not allotted to the leaseholder in the lease, the owner of the commercial property may charge a reasonable monthly rental amount for the parking space.

(b) This section shall not apply to any of the following:

(1) A commercial property where charging stations already exist for use by tenants in a ratio that is equal to or greater than 2 available parking spaces for every 100 parking spaces at the commercial property.

(2) A commercial property where there are less than 50 parking spaces.

(c) For purposes of this section:

(1) “Electric vehicle charging station” or “charging station” means a station that is designed in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this section, and delivers electricity from a source outside an electric vehicle into one or more electric vehicles.

(2) “Reasonable costs” includes, but is not limited to, costs associated with those items specified in the “Permitting Checklist” of the “Zero-Emission Vehicles in California: Community Readiness Guidebook” published by the Office of Planning and Research.

(3) “Reasonable restrictions” or “reasonable standards” are restrictions or standards that do not significantly increase the cost of the electric vehicle charging station or its installation or significantly decrease the charging station’s efficiency or specified performance.

(d) An electric vehicle charging station shall meet applicable health and safety standards and requirements imposed by state and local authorities as well as all other applicable zoning, land use, or other ordinances, or land use permit requirements.

(e) If lessor approval is required for the installation or use of an electric vehicle charging station, the application for approval shall not be willfully avoided or delayed. The approval or denial of an application shall be in writing.

(f) An electric vehicle charging station installed by a lessee shall satisfy the following provisions:

(1) If lessor approval is required, the lessee first shall obtain approval from the lessor to install the electric vehicle charging station and the lessor shall approve the installation if the lessee complies with the applicable provisions of the lease consistent with the provisions of this section and agrees in writing to do all of the following:

(A) Comply with the lessor's reasonable standards for the installation of the charging station.

(B) Engage a licensed contractor to install the charging station.

(C) Within 14 days of approval, provide a certificate of insurance that names the lessor as an additional insured under the lessee's insurance policy in the amount set forth in paragraph (3).

(2) The lessee shall be responsible for all of the following:

(A) Costs for damage to property and the charging station resulting from the installation, maintenance, repair, removal, or replacement of the charging station.

(B) Costs for the maintenance, repair, and replacement of the charging station.

(C) The cost of electricity associated with the charging station.

(3) The lessee at all times, shall maintain a lessee liability coverage policy in the amount of one million dollars ($1,000,000), and shall name the lessor as a named additional insured under the policy with a right to notice of cancellation and property insurance covering any damage or destruction caused by the charging station, naming the lessor as its interests may appear.

(g) A lessor may, in its sole discretion, create a new parking space where one did not previously exist to facilitate the installation of an electric vehicle charging station, in compliance with all applicable laws.

(h) Any installation by a lessor or a lessee of an electric vehicle charging station in a common interest development is also subject to all of the requirements of subdivision (f) of Section 4745.

(Amended by Stats. 2016, Ch. 714, Sec. 4. (SB 944) Effective January 1, 2017.)

1952.8. On and after the effective date of this section, no owner of a gasoline service station shall enter into a lease with any person for the leasing of the station for the purpose of operating a gasoline service station, unless (a) the station is equipped with a vapor control system for the control of gasoline vapor emissions during gasoline marketing operations, including storage, transport, and transfer operations, if such vapor control system is required by law or by any rule or regulation of the State Air Resources Board or of the air pollution control district in which the station is located or (b) no vapor control system has been certified by the board prior to the date of the lease.

A lease entered into in violation of this section shall be voidable at the option of the lessee.

(Added by Stats. 1976, Ch. 1030.)

1953. (a) Any provision of a lease or rental agreement of a dwelling by which the lessee agrees to modify or waive any of the following rights shall be void as contrary to public policy:

(1) His rights or remedies under Section 1950.5 or 1954.

(2) His right to assert a cause of action against the lessor which may arise in the future.

(3) His right to a notice or hearing required by law.

(4) His procedural rights in litigation in any action involving his rights and obligations as a tenant.

(5) His right to have the landlord exercise a duty of care to prevent personal injury or personal property damage where that duty is imposed by law.

(b) Any provision of a lease or rental agreement of a dwelling by which the lessee agrees to modify or waive a statutory right, where the modification or waiver is not void under subdivision (a) or under Section 1942.1, 1942.5, or 1954, shall be void as contrary to

public policy unless the lease or rental agreement is presented to the lessee before he takes actual possession of the premises. This subdivision does not apply to any provisions modifying or waiving a statutory right in agreements renewing leases or rental agreements where the same provision was also contained in the lease or rental agreement which is being renewed.

(c) This section shall apply only to leases and rental agreements executed on or after January 1, 1976.

(Added by Stats. 1975, Ch. 302.)

1954. (a) A landlord may enter the dwelling unit only in the following cases:

(1) In case of emergency.

(2) To make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors or to make an inspection pursuant to subdivision (f) of Section 1950.5.

(3) When the tenant has abandoned or surrendered the premises.

(4) Pursuant to court order.

(5) For the purposes set forth in Chapter 2.5 (commencing with Section 1954.201).

(6) To comply with the provisions of Article 2.2 (commencing with Section 17973) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code.

(b) Except in cases of emergency or when the tenant has abandoned or surrendered the premises, entry may not be made during other than normal business hours unless the tenant consents to an entry during other than normal business hours at the time of entry.

(c) The landlord may not abuse the right of access or use it to harass the tenant.

(d) (1) Except as provided in subdivision (e), or as provided in paragraph (2) or (3), the landlord shall give the tenant reasonable notice in writing of his or her intent to enter and enter only during normal business hours. The notice shall include the date, approximate time, and purpose of the entry. The notice may be personally delivered to the tenant, left with someone of a suitable age and discretion at the premises, or, left on, near, or under the usual entry door of the premises in a manner in which a reasonable person would discover the notice. Twenty-four hours shall be presumed to be reasonable notice in absence of evidence to the contrary. The notice may be mailed to the tenant. Mailing of the notice at least six days prior to an intended entry is presumed reasonable notice in the absence of evidence to the contrary.

(2) If the purpose of the entry is to exhibit the dwelling unit to prospective or actual purchasers, the notice may be given orally, in person or by telephone, if the landlord or his or her agent has notified the tenant in writing within 120 days of the oral notice that the property is for sale and that the landlord or agent may contact the tenant orally for the purpose described above. Twenty-four hours is presumed reasonable notice in the absence of evidence to the contrary. The notice shall include the date, approximate time, and purpose of the entry. At the time of entry, the landlord or agent shall leave written evidence of the entry inside the unit.

(3) The tenant and the landlord may agree orally to an entry to make agreed repairs or supply agreed services. The agreement shall include the date and approximate time of the entry, which shall be within one week of the agreement. In this case, the landlord is not required to provide the tenant a written notice.

(e) No notice of entry is required under this section:

(1) To respond to an emergency.

(2) If the tenant is present and consents to the entry at the time of entry.

(3) After the tenant has abandoned or surrendered the unit.

(Amended by Stats. 2018, Ch. 445, Sec. 1. (SB 721) Effective January 1, 2019.)

1954.05. In any general assignment for the benefit of creditors, as defined in Section 493.010 of the Code of Civil Procedure, the assignee shall have the right to occupy, for a period of up to 90 days after the date of the assignment, any business premises held under a lease by the assignor upon payment when due of the monthly rental reserved in the lease for the period of such occupancy, notwithstanding any provision in the lease, whether heretofore or hereafter entered into, for the termination thereof upon the making of the assignment or the insolvency of the lessee or other condition relating to the financial condition of the lessee. This section shall

be construed as establishing the reasonable rental value of the premises recoverable by a landlord upon a holding-over by the tenant upon the termination of a lease under the circumstances specified herein.

(Added by renumbering Section 1954.1 by Stats. 2016, Ch. 599, Sec. 2. (AB 551) Effective January 1, 2017.)

1954.06. (a) As specified in subdivision (b), and except as provided in subdivision (j), beginning July 1, 2021, any landlord of an assisted housing development shall offer the tenant or tenants obligated on the lease of each unit in that housing development the option of having the tenant's rental payment information reported to at least one nationwide consumer reporting agency that meets the definition in Section 603(p) of the federal Fair Credit Reporting Act (15 U.S.C. Section 1681a(p)) or any other consumer reporting agency that meets the definition in Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. Section 1681a(f)) so long as the consumer reporting agency resells or otherwise furnishes rental payment information to a nationwide consumer reporting agency that meets the definition in Section 603(p) of the federal Fair Credit Reporting Act (15 U.S.C. Section 1681a(p)). A tenant's election to have rent reported under this subdivision shall be in writing, as described in subdivision (c).

(b) For leases entered into on and after July 1, 2021, the offer of rent reporting shall be made at the time of the lease agreement and at least once annually thereafter. For leases outstanding as of July 1, 2021, the offer of rent reporting shall be made no later than October 1, 2021, and at least once annually thereafter.

(c) Upon the agreement of the tenant, the landlord may provide the offer of rent reporting to the tenant by first-class United States mail or email. The offer of rent reporting shall include a written election of rent reporting that contains all of the following:

(1) A statement that reporting of the tenant's rental payment information is optional.

(2) Identification of each consumer reporting agency to which rental payment information will be reported.

(3) If applicable, a statement that all of the tenant's rental payments will be reported, regardless of whether the payments are timely, late, or missed.

(4) The amount of any fee charged pursuant to subdivision (f).

(5) Instructions on how to submit the written election of rent reporting to the landlord by first-class United States mail or email.

(6) A statement that the tenant may opt into rent reporting at any time following the initial offer by the landlord.

(7) A statement that the tenant may elect to stop rent reporting at any time, but that they will not be able to resume rent reporting for at least six months after their election to opt out.

(8) Instructions on how to opt out of reporting rental payment information.

(9) A signature block that the tenant shall date and sign in order to accept the offer of rent reporting.

(d) If the offer of rent reporting is made by first-class United States mail, the landlord shall provide the tenant with a self-addressed, stamped envelope to return the written election of rent reporting.

(e) The written election to begin rent reporting shall not be accepted from the tenant at the time of the offer. A tenant may submit their completed written election of rent reporting at any time after they receive the offer of rent reporting from the landlord. A tenant may request and shall obtain additional copies of the written election of rent reporting form from the landlord at any time.

(f) If a tenant elects to have that tenant's rental payments reported to a consumer reporting agency under subdivision (a), the landlord may require that tenant to pay a fee not to exceed the lesser of the actual cost to the landlord to provide the service or ten dollars ($10) per month. The payment or nonpayment of this fee by the tenant shall not be reported to a consumer reporting agency.

(g) If a tenant fails to pay any fee required by the landlord pursuant to subdivision (f), all of the following shall apply:

(1) The failure to pay the fee shall not be cause for termination of the tenancy, whether pursuant to Section 1161 of the Code of Civil Procedure or otherwise.

(2) The landlord shall not deduct the unpaid fee from the tenant's security deposit.

(3) If the fee remains unpaid for 30 days or more, the landlord may stop reporting the tenant's rental payments and the tenant shall be unable to elect rent reporting again for a period of six months from the date on which the fee first became due.

(h) A tenant who elects to have rent reported as described in subdivision (a) may subsequently file a written request with their landlord to stop that reporting with which the landlord shall comply. A tenant who elects to stop reporting shall not be allowed to elect rent reporting again for a period of at least six months from the date of the tenant's written request to stop reporting.

(i) A tenant who elects to have rent reported does not forfeit any rights under Sections 1941 to 1942, inclusive. If a tenant makes deductions from rent or otherwise withholds rent as authorized by those sections, the deductions or withholding of rent shall not constitute a late rental payment. A tenant invoking the right to repair and deduct or withhold rent under those sections shall notify their landlord of the deduction or withholding prior to the date rent is due. This subdivision shall not be construed to relieve a housing provider of the obligation to maintain habitable premises.

(j) This section shall not apply to any landlord of an assisted housing development that contains 15 or fewer dwelling units, unless both of the following apply:

(1) The landlord owns more than one assisted housing development, regardless of the number of units in each assisted housing development.

(2) The landlord is one of the following:

(A) A real estate investment trust, as defined in Section 856 of Title 26 of the United States Code.

(B) A corporation.

(C) A limited liability company in which at least one member is a corporation.

(k) For purposes of this section, the following definitions shall apply:

(1) “Assisted housing development” has the same meaning as defined in Section 65863.10 of the Government Code.

(2) “Landlord” means an owner of residential real property containing five or more dwelling units.

(Amended by Stats. 2024, Ch. 519, Sec. 1. (SB 924) Effective January 1, 2025.)

1954.07. (a) As specified in subdivision (b), and except as provided in subdivision (j), any landlord of a dwelling unit of residential real property shall offer any tenant obligated on the lease the option of having the tenant’s positive rental payment information reported to at least one nationwide consumer reporting agency that meets the definition in Section 603(p) of the federal Fair Credit Reporting Act (15 U.S.C. Sec. 1681a(p)) or any other consumer reporting agency that meets the definition in Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. Sec. 1681a(f)) as long as the consumer reporting agency resells or otherwise furnishes rental payment information to a nationwide consumer reporting agency that meets the definition in Section 603(p) of the federal Fair Credit Reporting Act (15 U.S.C. Sec. 1681a(p)).

(b) For leases entered into on and after April 1, 2025, the offer of positive rental payment information reporting shall be made at the time of the lease agreement and at least once annually thereafter. For leases outstanding as of January 1, 2025, the offer of positive rental payment information reporting shall be made no later than April 1, 2025, and at least once annually thereafter.

(c) A landlord may provide the offer of positive rental payment information reporting required by subdivision (a) to the tenant by first-class United States mail or email.

(d) The offer of positive rental payment information reporting shall include a written election of positive rental payment information reporting that contains all of the following:

(1) A statement that reporting of the tenant’s positive rental payment information is optional.

(2) Identification of each consumer reporting agency to which positive rental payment information will be reported.

(3) The amount of any fee charged pursuant to subdivision (g).

(4) Instructions on how to submit the written election of positive rental payment information reporting to the landlord by first-class United States mail or email.

(5) A statement that the tenant may opt into positive rental payment information reporting at any time following the initial offer by the landlord.

(6) A statement that the tenant may elect to stop positive rental payment information reporting at any time, but that the tenant will not be able to resume positive rental payment information reporting for at least six months after the election to opt out.

(7) Instructions on how to opt out of positive rental payment information reporting.

(8) A signature block that the tenant shall date and sign in order to accept the offer of positive rental payment information reporting.

(e) If the offer of positive rental payment information reporting is made by first-class United States mail, the landlord shall provide the tenant with a self-addressed, stamped envelope to return the written election of positive rental payment information reporting.

(f) (1) A tenant may submit the tenant's completed written election of rent reporting at any time after the tenant receives the offer of positive rental payment information reporting from the landlord.

(2) (A) A tenant may request additional copies of the written election of positive rental payment information reporting from the landlord at any time.

(B) A landlord that receives a request from a tenant pursuant to this paragraph shall comply with the request.

(g) (1) If a tenant elects to have that tenant's positive rental payment information reported to a consumer reporting agency under subdivision (a), the landlord may require that tenant to pay a fee not to exceed the lesser of the actual cost to the landlord to provide the service or ten dollars ($10) per month. If the landlord does not incur any actual cost to report positive rental payment information, no amount shall be charged from the tenant. The payment or nonpayment of this fee by the tenant shall not be reported to a consumer reporting agency.

(2) An amount tendered in full or partial satisfaction of rent or any other obligation under the lease, however designated by the party tendering the payment, shall not be applied or credited to the fee authorized by this subdivision.

(h) If a tenant fails to pay any fee required by the landlord pursuant to subdivision (g), all of the following shall apply:

(1) The failure to pay the fee shall not be cause for termination of the tenancy, whether pursuant to Section 1161 of the Code of Civil Procedure or otherwise.

(2) The landlord shall not deduct the unpaid fee from the tenant's security deposit.

(3) If the fee remains unpaid for 30 days or more, the landlord may stop reporting the tenant's rental payments, and the tenant shall not elect positive rental payment information reporting again for a period of six months from the date on which the fee first became due.

(i) A tenant who elects to have positive rental payment information reported as described in subdivision (a) may subsequently file a written request with the tenant's landlord to stop that reporting with which the landlord shall comply. A tenant who elects to stop reporting shall not be allowed to elect positive rental payment information reporting again for a period of at least six months from the date of the tenant's written request to stop reporting.

(j) This section shall not apply to either of the following:

(1) A landlord of a residential rental building that contains 15 or fewer dwelling units, unless both of the following apply:

(A) The landlord owns more than one residential rental building, regardless of the number of units in each building.

(B) The landlord is one of the following:

(i) A real estate investment trust, as defined in Section 856 of Title 26 of the United States Code.

(ii) A corporation.

(iii) A limited liability company in which at least one member is a corporation.

(2) An assisted housing development, as defined in Section 65863.10 of the Government Code.

(k) A tenant who elects to have rent reported does not forfeit any rights under Sections 1941 to 1942, inclusive. If a tenant makes deductions from rent or otherwise withholds rent as authorized by those sections, the deductions or withholding of rent shall not constitute a late rental payment. A tenant invoking the right to repair and deduct or withhold rent under those sections shall notify the tenant's landlord of the deduction or withholding prior to the date rent is due. This subdivision shall not be construed to relieve a housing provider of the obligation to maintain habitable premises.

(l) (1) As used in this section, "positive rental payment information" means information regarding a tenant's complete, timely payments of rent.

(2) "Positive rental payment information" does not include an instance in which a tenant did not completely or timely make a rental payment.

(Added by Stats. 2024, Ch. 279, Sec. 1. (AB 2747) Effective January 1, 2025.)

1954.071. (a) For purposes of this section:

(1) "Disaster" means an event or circumstance that results in a federal major disaster declaration approved by the President of the United States or a state of emergency proclaimed by the Governor pursuant to Section 8625 of the Government Code.

(2) “Lodging” means any of the following:

(A) A motel.

(B) A hotel.

(C) A property that meets either of the following conditions:

(i) If a local government had a registration, licensure, or similar requirement for short-term lodgings of 30 days or less on the date the disaster was declared or proclaimed, the property was in compliance with that requirement on that date.

(ii) If a local government did not have a registration, licensure, or similar requirement for short-term lodgings on the date the disaster was declared or proclaimed, the property met the definition of “short-term lodging,” as defined in Section 17568.8 of the Business and Professions Code, on that date.

(b) A guest residing in a lodging shall not be considered a person who hires pursuant to Section 1940, nor have their lodging constitute a new tenancy for the purposes of Section 1161 of the Code of Civil Procedure, until the guest has resided in the lodging for 270 days, if the guest is residing in the lodging as a result of a disaster that substantially damaged, destroyed, or otherwise made uninhabitable their prior housing.

(c) If, before or at the time of check-in for a stay that would result in the guest residing in a lodging for more than 30 consecutive days, the lodging believes that the guest is subject to subdivision (b), the lodging shall provide the following notice in physical or electronic written form, in at least 12-point type or substantially the same form:

“NOTICE FROM THE STATE OF CALIFORNIA:

Under California law, if you are staying here because your home has been damaged, destroyed, or made uninhabitable because of a disaster, state law will not consider you a tenant unless you have stayed here for 270 consecutive days or more. If you have been displaced by a disaster and you stay here for more than 30 days but have not yet stayed here for 270 consecutive days, the lodging is not required to extend your reservation but must give you 72 hours notice before requiring you to leave, subject to certain conditions.

You are being provided with this notice because the operator of this establishment believes you are staying here because you were displaced by a disaster and thus that, if you stay beyond 30 days, the above-described rules will apply to your stay until your stay lasts for 270 days or more.”

(d) (1) After providing the notice described in subdivision (c), the lodging shall provide the guest with a confirmation form with the option to physically or electronically check one of the following statements:

(A) “I have read the provided notice and confirm that I am checking into this lodging or extending my stay because my home has been substantially damaged, destroyed, or made uninhabitable by a disaster and acknowledge that I will not be considered a tenant unless I have stayed here for 270 consecutive days.”

(B) “I have read the provided notice and confirm that I am not checking into this lodging or extending my stay because my home has been substantially damaged, destroyed, or made uninhabitable by a disaster and acknowledge this does not apply to me.”

(2) If a guest fails or refuses to select either of the statements specified in paragraph (1), the lodging may rely on other reasonable information to determine that a guest is subject to subdivision (b).

(3) If a guest fails or refuses to select either of the statements specified in paragraph (1), the lodging may limit the duration of stay or refuse to provide the guest accommodations.

(e) (1) Except as provided in paragraph (2), if a guest who is subject to subdivision (b) has resided in a lodging for more than 30 days, the lodging operator shall provide a written notice to the guest at least 72 hours before requiring the guest to vacate the lodging.

(2) A lodging shall not be required to provide a guest who is subject to subdivision (b) the notice described in paragraph (1) prior to requiring the guest to vacate the lodging if any of the following apply:

(A) The guest fails at any time to pay when due all room charges, fees, expenses, and other amounts owing.

(B) The guest interferes with the quiet enjoyment of other guests at the lodging.

(C) The lodging has reasonable grounds to believe that the guest has damaged, is damaging, or will damage any lodging or other property.

(D) The lodging has reasonable grounds to believe that the guest poses a risk of harm to other guests, employees, or others lawfully on the lodging property.

(f) This section does not apply to a guest residing in a lodging for a reason other than a disaster substantially damaging, destroying, or otherwise making uninhabitable their prior housing.

(g) This section shall remain in effect only until January 1, 2031, and as of that date is repealed.

(Added by Stats. 2025, Ch. 531, Sec. 1. (AB 299) Effective October 10, 2025. Repealed as of January 1, 2031, by its own provisions.)