



Home	Bill Information	California Law	Publications	Other Resources	My Subscriptions	My Favorites
------	------------------	----------------	--------------	-----------------	------------------	--------------

AB-878 Victims of abuse or violence: reasonable accommodations. (2025-2026)

SHARE THIS:  

Date Published: 07/17/2025 09:00 PM

AMENDED IN SENATE JULY 17, 2025

AMENDED IN SENATE JULY 03, 2025

AMENDED IN ASSEMBLY JUNE 02, 2025

CALIFORNIA LEGISLATURE— 2025–2026 REGULAR SESSION

ASSEMBLY BILL

NO. 878

Introduced by Assembly Member Kalra

February 19, 2025

An act to add Section 1941.5.1 to the Civil Code, relating to tenancies.

LEGISLATIVE COUNSEL'S DIGEST

AB 878, as amended, Kalra. Victims of abuse or violence: reasonable accommodations.

Existing law governs the hiring of real property based on the terms of the agreement or on the behavior of the parties. Existing law requires a landlord to change the locks of a tenant's dwelling if that tenant is a victim of abuse or violence or has an immediate family member or household member who is a victim of abuse or violence, including alleged abuse or violence, as long as the tenant is not alleged to have committed the abuse or violence. Existing law requires a tenant requesting a lock change to provide the landlord with specified documentation.

This bill would require a landlord or a landlord's agent, upon request, to *make best efforts to* provide reasonable accommodations, as defined, to a tenant who is a victim, or whose family or household member is a victim, of specified acts, including domestic violence or sexual assault. The bill would require the landlord or landlord's agent to respond to a request within 5 calendar ~~days~~, *days of receiving the request*, except as specified. The bill would require a landlord or a landlord's agent, if they receive a request for a reasonable accommodation that they cannot grant, to engage in a timely, good faith, and interactive process with the tenant to *make best efforts to* identify, evaluate, and implement a reasonable accommodation. The bill would authorize a landlord or a landlord's agent to request certification from a tenant requesting a reasonable accommodation demonstrating the tenant's or family or household member's status as a victim, as specified, and would impose confidentiality requirements upon any certification or other documentation provided to a landlord or their agent, except as provided. The bill would require a landlord or a landlord's agent to provide written notice whether a request has been ~~approved~~, *approved or denied, as specified*.

Existing law prohibits a landlord from taking an adverse action, as defined, based on, among other things, a prospective tenant having previously requested to have their locks changed due to abuse or violence and provides that a landlord who violates this prohibition is liable to the tenant in a civil action for actual damages and statutory damages of not less than \$100 and not more than \$5,000.

This bill would prohibit a landlord or a landlord's agent from retaliating against a tenant for requesting a reasonable accommodation, as specified, and would provide that a landlord or a landlord's agent ~~is~~ *may be* liable to the tenant in a civil action for the same above-described damages, as provided, for a violation of ~~any of the~~ *specified* provisions described above relating to a tenant's request for reasonable accommodations.

The bill would also specify that it does not require a landlord or landlord's agent to undertake an action that constitutes an undue ~~hardship, as defined,~~ *hardship* on the landlord or landlord's agent.

Vote: majority Appropriation: no Fiscal Committee: no Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 1941.5.1 is added to the Civil Code, to read:

1941.5.1. (a) For the purposes of this section, the following definitions apply:

(1) "Authorized disclosure" means disclosure of a certification or other documentation in accordance with any of the following:

- (A) A requirement under federal or state law.
- (B) A necessity to protect a tenant's safety in the unit.
- (C) A requirement to administer or implement the requested accommodation.
- (D) Upon a tenant's explicit authorization in writing.

(2) "Certification" means any form of documentation described in subdivision (d) of Section 1941.5 evidencing abuse or violence against a tenant or a tenant's family or household member.

(3) "Crime" means a crime or public offense as set forth in Section 13951 of the Government Code, regardless of whether any person is arrested for, prosecuted for, or convicted of committing the crime.

(4) "Domestic violence" means any of the types of abuse set forth in Section 6211 of the Family Code.

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

(6) "Household member" means a person who resides in the same dwelling unit as the tenant, including a family member or any other lawful occupant of the unit.

(7) (A) "Reasonable accommodation" means an exception, change, or adjustment in rules, policies, practices, or services to afford the tenant an equal opportunity to use and enjoy a dwelling unit and public and common use areas or an equal opportunity to obtain, use, or enjoy a housing opportunity and may include, but is not limited to, any of the following:

- (i) A unit transfer, if available.
- (ii) Reassignment of a parking space, if available.
- (iii) Permission to install a doorbell camera at the tenant's expense.
- (iv) Permission to install a security camera inside a unit at the tenant's expense.
- (v) A reasonable amount of additional time to move under the existing lease terms, if the unit has not already been rented by the landlord or landlord's agent to a new tenant when the tenant requests a reasonable accommodation.
- (vi) A reasonable amount of additional time to pay rent. A landlord or a landlord's agent shall work with the tenant requesting additional time to pay rent to determine a reasonable timeframe in which the tenant shall pay rent.
- (vii) Assistance with documenting domestic violence, sexual assault, stalking, or another act of violence as specified in subdivision (b) that occurs on the property by providing any factual information that the landlord or landlord's agent has collected regarding abuse or violence that the tenant experienced on the property, if any. "Assistance" shall not mean that the landlord or landlord's agent is required to communicate with the perpetrator of violence, to gather information

relating to the abuse, assault, stalking, or act of violence, or to otherwise proactively seek information or intervene regarding any incidences of domestic abuse, sexual assault, stalking, or other act of violence specified in subdivision (b) that occurs on the property.

(viii) Rescinding a previously submitted notice of intent to vacate via written request, provided that the unit has not already been rerented or legally committed to a new tenant at the time the request for an accommodation was made.

(B) Nothing in this paragraph shall be construed to require the landlord or landlord's agent to take either of the following ~~actions if doing so would cause the landlord or landlord's agent undue hardship:~~ *actions:*

(i) Accept a rent payment more than 15 days after it has become due.

(ii) Accept a reduced amount of rent for a more expensive unit if the tenant has transferred to a more expensive unit.

(8) "Request for a reasonable accommodation" means a request made in accordance with any of the following:

(A) May be made in any manner, orally or in writing, or through a representative.

(B) Need not include the phrase "reasonable accommodation."

(C) May be made at any ~~time, including, but not limited to, the following:~~ *time during which the requester is a tenant.*

~~(i) During the inquiry or application process.~~

~~(ii) Before a lease is signed.~~

~~(iii) During a tenancy or occupancy of a unit.~~

~~(iv) During litigation.~~

~~(v) At or after trial.~~

~~(vi) After judgment, in appropriate circumstances.~~

(9) "Retaliate" means any adverse action taken by a landlord or a landlord's agent against a tenant in response to a request for reasonable accommodation under this section ~~pursuant to subdivision (d) of Section 1942.5~~ and consistent with other applicable state law.

(10) "Timely" means a response from the landlord or their agent within five calendar days.

(b) A landlord or a landlord's agent shall, upon request, *make best efforts to* provide a reasonable accommodation to a tenant who is a victim or whose family or household member is a victim of an act that is any of the following:

(1) Domestic violence.

(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.

(c) The landlord or landlord's agent shall respond to any request under this section within five calendar ~~days,~~ *days of receiving the request,* unless extenuating circumstances beyond the landlord's or landlord's agent's control require additional time, in which case the landlord or landlord's agent shall notify the tenant in writing of the reason for delay and provide an estimated response timeframe within five calendar days of the tenant's request.

(d) **(1)** If a landlord or a landlord's agent receives a request for a reasonable accommodation that they cannot grant in a timely manner, the landlord or the landlord's agent shall engage in a timely, good faith, and interactive process with the tenant to *make*

best efforts to identify, evaluate, and implement a reasonable accommodation that allows the tenant to have equal enjoyment of and access to a unit.

(2) If a landlord or a landlord's agent denies a request for a reasonable accommodation, the landlord or the landlord's agent shall provide written notice to the requester detailing the reason for denial of the accommodation.

(e) The landlord or the landlord's agent may request certification from a tenant requesting a reasonable accommodation pursuant to this subdivision demonstrating the tenant's status, or the tenant's family or household member's status, as a victim. If the tenant has previously provided a compliant certification, the tenant has complied with this subdivision.

(1) Any certification or other documentation provided to a landlord or a landlord's agent identifying a tenant or the tenant's family or household member as a victim shall be maintained as confidential by the landlord and the landlord's agent and shall not be disclosed by the landlord or the landlord's agent except in an authorized disclosure.

(2) The tenant shall be given written notice before any authorized disclosure of a certification or other documentation pursuant to this subdivision.

(3) Furnishing evidence or providing a certification under this subdivision shall not waive any confidentiality or privilege that may exist between the tenant or tenant's family or household member and a third party.

(f) A landlord's or a landlord's agent's duty to *make best efforts to* provide reasonable accommodations is an ongoing one. Some individuals may require only one reasonable accommodation, while others may need more than one. A landlord or a landlord's agent shall consider each request for a reasonable accommodation under this section separately under the standards in this section.

(g) A landlord or a landlord's agent shall provide written notice whether a request has been ~~approved~~ *approved or denied*. If, after the landlord or the landlord's agent has engaged in an interactive and good faith process with the tenant, the landlord or landlord's agent denies the ~~request because the request would cause an undue hardship on the landlord pursuant to subdivision (f); request~~, the landlord or the landlord's agent shall provide written notice detailing reasons for denial of accommodations.

(h) A landlord or a landlord's agent shall not retaliate against a tenant for requesting a reasonable accommodation under this section, regardless of whether the request was granted.

(i) (1) A landlord or a landlord's agent who violates *subdivisions (b), (c), (d), (g), or (h) of this section* ~~shall~~ *may* be liable to the tenant in a civil action for both of the following:

(A) Actual damages sustained by the tenant.

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

(2) The remedies provided by this subdivision shall be in addition to any other remedy provided by law. The rights, remedies, and penalties established by this section shall not be construed to supersede the rights, remedies, or penalties established under other laws, including, but not limited to, the California Fair Employment and Housing Act (Part 2.8 (commencing with Section 12900) of Division 3 of Title 2 of the Government Code), Article 9.5 (commencing with Section 11135) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code, the Unruh Civil Rights Act (Section ~~51 of the Civil Code~~, *51*), the federal Fair Housing Act (42 U.S.C. Sec. 3601 et seq.), and any implementing regulations thereunder.

(j) This section does not require a landlord or landlord's agent to undertake an action that constitutes an undue hardship on the ~~landlord, as defined by Section 12926 of the Government Code.~~ *landlord*.