



AB-924 Leases: termination of tenancy: abuse or violence: security deposit. (2025-2026)

SHARE THIS:



Date Published: 02/19/2025 09:00 PM

CALIFORNIA LEGISLATURE— 2025–2026 REGULAR SESSION

ASSEMBLY BILL

NO. 924

Introduced by Assembly Member Davies

February 19, 2025

An act to amend Section 1946.7 of the Civil Code, relating to housing.

LEGISLATIVE COUNSEL'S DIGEST

AB 924, as introduced, Davies. Leases: termination of tenancy: abuse or violence: security deposit.

Existing law authorizes a tenant to provide a landlord with 180-day written notice, as specified, that the tenant, household member, or immediate family member, as defined, was a victim of an act of domestic violence, sexual assault, stalking, human trafficking, abuse of an elder or a dependent adult, or of other specified crimes, and that the tenant intends to terminate the tenancy. Existing law prohibits a landlord from, due to the termination, requiring a tenant who terminates a lease or rental agreement to forfeit any security deposit money or advance rent paid.

This bill would require a landlord to pay a calculated share of the security deposit, as provided, to the tenant who terminated tenancy according to the above-described provisions if there are multiple tenants on the lease and a tenant states in their written notice that they are terminating tenancy because another tenant committed the specified crime. The bill would require any tenants remaining on the lease to pay the calculated share of the security deposit to the landlord no later than 14 days after the landlord delivers payment to the tenant who terminated tenancy, and would provide that the remaining tenants are jointly and severally liable for the calculated share of the security deposit.

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

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

SECTION 1. This act shall be known, and may be cited, as the Protecting Victims From Financial Abuse Act.

SEC. 2. The Legislature finds and declares the following:

(a) Financial abuse occurs in nearly 99 percent of domestic violence cases, per the Department of Financial Protection and Innovation.

(b) It is imperative that victims who terminate a tenancy due to domestic violence, sexual assault, and related crimes pursuant to subdivision (a) of Section 1946.7 of the Civil Code are not subjected to financial abuse by means of the whole security deposit being taken by the perpetrator.

(c) It is the intent of the Legislature to ensure that victims of domestic violence and related crimes receive their proportional share of the remaining security deposit to help them start over.

SEC. 3. Section 1946.7 of the Civil Code is amended to read:

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) (1) 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~~ *paid, and, if applicable, shall pay the amount specified in paragraph (2).* 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.

(2) (A) If there are multiple tenants on the lease and a tenant states in their notice pursuant to subdivision (b) that they are terminating tenancy because another tenant committed an act or crime listed in subdivision (a), the landlord shall pay to the tenant who terminated tenancy pursuant to this section a calculated share of the security deposit.

(B) For purposes of this paragraph, "calculated share of the security deposit" means an amount of money equaling the security deposit minus any amount claimed pursuant to subdivision (e) of Section 1950.5, and divided by the number of tenants on the lease including the tenant that has terminated tenancy pursuant to this section.

(C) All tenants remaining on the lease shall be jointly and severally liable for the calculated share of the security deposit and shall pay the calculated share of the security deposit to the landlord no later than 14 days after the landlord delivers payment pursuant to subparagraph (A).

(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.