

AMENDED IN SENATE AUGUST 28, 2020

AMENDED IN SENATE AUGUST 1, 2020

AMENDED IN ASSEMBLY MAY 12, 2020

CALIFORNIA LEGISLATURE—2019–20 REGULAR SESSION

**ASSEMBLY BILL**

**No. 3088**

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**Introduced by Assembly ~~Member~~ Members Chiu and Limón and  
Senators Bradford and Caballero**  
**(Principal coauthors: Assembly Members Bonta, Friedman, Gonzalez,  
Santiago, and Wicks)**  
*(Principal coauthor: Senator Jackson)*  
**(Coauthors: Assembly Members Bloom, Carrillo, Kalra, Nazarian,  
Quirk-Silva, Luz Rivas, and Robert Rivas)**  
*(Coauthors: Senators Allen, Durazo, Wieckowski, and Wiener)*

February 21, 2020

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An act to amend Sections 1946.2, 1947.12, and 1947.13 ~~of of~~, to amend, repeal, and add Sections 798.56, 1942.5, 2924.15 of, to add Title 19 (commencing with Section 3273.01) to Part 4 of Division 3 of, and to add and repeal Section 789.4 of, the Civil Code, and to amend, repeal, and add Sections 1161 and 1161.2 of, to add Section 1161.2.5 to, to add and repeal Section 116.223 of, and to add and repeal Chapter 5 (commencing with Section 1179.01) of Title 3 of Part 3 of, the Code of Civil Procedure, relating to ~~tenancy~~: COVID-19 relief, and declaring the urgency thereof, to take effect immediately.

LEGISLATIVE COUNSEL'S DIGEST

AB 3088, as amended, Chiu. Tenancy: ~~termination: rent caps: rental payment default: mortgage forbearance: state of emergency: COVID-19.~~

*Existing law prescribes various requirements to be satisfied before the exercise of a power of sale under a mortgage or deed of trust. Existing law requires that a notice of default and a notice of sale be recorded and that specified periods of time elapse between the recording and the sale. Existing law establishes certain requirements in connection with foreclosures on mortgages and deeds of trust, including restrictions on the actions mortgage servicers may take while a borrower is attempting to secure a loan modification or has submitted a loan modification application. Existing law applies certain of those requirements only to a first lien mortgage or deed of trust that is secured by owner-occupied residential real property containing no more than four dwelling units.*

*This bill, the Tenant, Homeowner, and Small Landlord Relief and Stabilization Act of 2020, would, among other things, until January 1, 2023, additionally apply those protections to a first lien mortgage or deed of trust that is secured by residential real property that is occupied by a tenant, contains no more than four dwelling units, and meets certain criteria, including that a tenant occupying the property is unable to pay rent due to a reduction in income resulting from the novel coronavirus.*

*The bill would also enact the COVID-19 Small Landlord and Homeowner Relief Act of 2020 (Homeowner Act), which would require a mortgage servicer, as defined, to provide a specified written notice to a borrower, as defined, if the mortgage servicer denies forbearance during the effective time period, as defined, that states the reasons for that denial if the borrower was both current on payments as of February 1, 2020, and is experiencing a financial hardship that prevents the borrower from making timely payments on the mortgage obligation due, directly or indirectly, to the COVID-19 emergency. The Homeowner Act would also require a mortgage servicer to comply with applicable federal guidance regarding borrower options following a COVID-19 related forbearance.*

*Existing law provides that a tenant is guilty of unlawful detainer if the tenant continues to possess the property without permission of the landlord after the tenant defaults on rent or fails to perform a condition or covenant of the lease under which the property is held, among other reasons. Existing law requires a tenant be served a 3 days' notice in writing to cure a default or perform a condition of the lease, or return possession of the property to the landlord, as specified. Existing law, the Mobilehome Residency Law, prohibits a tenancy from being terminated unless specified conditions are met, including that the tenant*

*fails to pay rent, utility charges, or reasonable incidental service charges, and 3 days' notice in writing is provided to the tenant, as specified.*

*This bill would, until February 1, 2025, enact the COVID-19 Tenant Relief Act of 2020 (Tenant Act). The Tenant Act would require that any 3 days' notice that demands payment of COVID-19 rental debt that is served on a tenant during the covered time period meet specified criteria, including that the notice include an unsigned copy of a declaration of COVID-19-related financial distress and that the notice advise the tenant that the tenant will not be evicted for failure to comply with the notice if the tenant delivers a signed declaration of COVID-19-related financial distress to the landlord, as specified. The Tenant Act would define "covered time period" for purposes of these provisions to mean the time between March 1, 2020, and January 31, 2021. The Tenant Act would deem a 3 days' notice that fails to comply with this criteria void and insufficient to support a judgment for unlawful detainer or to terminate a tenancy under the Mobilehome Residency Law. The Tenant Act would prohibit a tenant that delivers a declaration, under penalty of perjury, of COVID-19-related financial distress pursuant to these provisions from being deemed in default with regard to the COVID-19 rental debt, as specified. By expanding the crime of perjury, this bill would create a state-mandated local program. The Tenant Act would prohibit a court from finding a tenant guilty of an unlawful detainer before February 1, 2021, subject to certain exceptions, including if the tenant was guilty of the unlawful detainer before March 1, 2020. The bill would prohibit, before October 5, 2020, a court from taking specified actions with respect to unlawful detainer actions, including issuing a summons on a complaint for unlawful detainer in any action that seeks possession of residential real property and that is based, in whole or in part, on nonpayment of rent or other charges.*

*The Tenant Act would also authorize a landlord to require a high-income tenant, as defined, to additionally submit documentation supporting the claim that the tenant has suffered COVID-19-related financial distress if the landlord has proof of income showing the tenant is a high-income tenant.*

*The Tenant Act would preempt an ordinance, resolution, regulation, or administrative action adopted by a city, county, or city and county in response to the COVID-19 pandemic to protect tenants from eviction based on nonpayment of rental payments, as specified.*

*The bill would require the Business, Consumer Services and Housing Agency to, in consultation with the Department of Finance, engage with residential tenants, landlords, property owners, deed-restricted affordable housing providers, and financial sector stakeholders about strategies and approaches to direct potential future federal stimulus funding to most effectively and efficiently provide relief to distressed tenants, landlords, and property owners, as specified.*

*Existing law prohibits a landlord from taking specified actions with intent to terminate the occupancy under any lease or other tenancy or estate at will, however created, of property used by a tenant as the tenant's residence. Existing law makes a violator of those provisions subject to certain damages in a civil action.*

*This bill would, until February 1, 2021, make a violator of those provisions whose tenant has provided to that violator the declaration of COVID-19-related financial distress described above liable for damages in an amount between \$1,000 and \$2,500.*

*Existing law, The Small Claims Act, grants jurisdiction to a small claims court in cases where the amount demanded does not exceed \$5,000, as specified, and prohibits a person from filing more than 2 small claims actions in which the amount demanded exceeds \$2,500 anywhere in the state in any calendar year.*

*This bill would instead, until February 1, 2025, provide that a small claims court has jurisdiction in any action for recovery of COVID-19 rental debt, as defined, regardless of the amount demanded and would provide that a claim for recovery of a COVID-19 rental debt is exempt from the prohibition on filing more than 2 small claims actions described above.*

Existing law, the Tenant Protection Act of 2019, prohibits, with certain exceptions, an owner of residential real property from increasing the gross rental rate for a dwelling or unit more than 5% plus the "percentage change in the cost of living," as defined, or 10%, whichever is lower, of the lowest gross rental rate charged for the immediately preceding 12 months, subject to specified conditions. The act exempts certain types of residential real properties, including dormitories constructed and maintained in connection with any higher education institution within the state for use and occupancy by students in attendance at the institution and housing that has been issued a certificate of occupancy within the previous 15 years.

This bill would revise and recast those exemptions to exempt dormitories owned and operated by an institution of higher education

or a kindergarten and grades 1 to 12, inclusive, school. The bill would also make clarifying changes to the definition of “percentage change in the cost of living.”

This bill would also make clarifying and conforming changes.

*The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.*

*The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.*

*This bill would provide that no reimbursement is required by this act for a specified reason.*

*This bill would declare that it is to take effect immediately as an urgency statute.*

Vote: ~~majority~~<sup>2/3</sup>. Appropriation: no. Fiscal committee: ~~no~~<sup>yes</sup>. State-mandated local program: ~~no~~<sup>yes</sup>.

*The people of the State of California do enact as follows:*

- 1     SECTION 1. *This act shall be known, and may be cited, as the*
- 2     *Tenant, Homeowner, and Small Landlord Relief and Stabilization*
- 3     *Act of 2020.*
- 4     SEC. 2. *The Legislature finds and declares all of the following:*
- 5     (a) *On March 4, 2020, Governor Gavin Newsom proclaimed a*
- 6     *state of emergency in response to the COVID-19 pandemic.*
- 7     *Measures necessary to contain the spread of COVID-19 have*
- 8     *brought about widespread economic and societal disruption,*
- 9     *placing the state in unprecedented circumstances.*
- 10    (b) *At the end of 2019, California already faced a housing*
- 11    *affordability crisis. United States Census data showed that a*
- 12    *majority of California tenant households qualified as*
- 13    *“rent-burdened,” meaning that 30 percent or more of their income*
- 14    *was used to pay rent. Over one-quarter of California tenant*
- 15    *households were “severely rent-burdened,” meaning that they*
- 16    *were spending over one-half of their income on rent alone.*
- 17    (c) *Millions of Californians are unexpectedly, and through no*
- 18    *fault of their own, facing new public health requirements and*
- 19    *unable to work and cover many basic expenses, creating*
- 20    *tremendous uncertainty for California tenants, small landlords,*

1 *and homeowners. While the Judicial Council’s Emergency Rule*  
2 *1, effective April 6, 2020, temporarily halted evictions and*  
3 *stabilized housing for distressed Californians in furtherance of*  
4 *public health goals, the Judicial Council voted on August 14, 2020,*  
5 *to extend these protections through September 1, 2020, to allow*  
6 *the Legislature time to act before the end of the 2019-20 Legislative*  
7 *Session.*

8 *(d) There are strong indications that large numbers of California*  
9 *tenants will soon face eviction from their homes based on an*  
10 *inability to pay the rent or other financial obligations. Even if*  
11 *tenants are eventually able to pay their rent, small landlords will*  
12 *continue to face challenges covering their expenses, including*  
13 *mortgage payments in the ensuing months, placing them at risk of*  
14 *default and broader destabilization of the economy.*

15 *(e) There are strong indications that many homeowners will*  
16 *also lose their homes to foreclosure. While temporary forbearance*  
17 *is available to homeowners with federally backed mortgages*  
18 *pursuant to the CARES Act, and while some other lenders have*  
19 *voluntarily agreed to provide borrowers with additional time to*  
20 *pay, not all mortgages are covered.*

21 *(f) Stabilizing the housing situation for tenants and landlords*  
22 *is to the mutual benefit of both groups and will help the state*  
23 *address the pandemic, protect public health, and set the stage for*  
24 *recovery. It is, therefore, the intent of the Legislature and the State*  
25 *of California to establish through statute a framework for all*  
26 *impacted parties to negotiate and avoid as many evictions and*  
27 *foreclosures as possible.*

28 *(g) This bill shall not relieve tenants, homeowners, or landlords*  
29 *of their financial and contractual obligations, but rather it seeks*  
30 *to forestall massive social and public health harm by preventing*  
31 *unpaid rental debt from serving as a cause of action for eviction*  
32 *or foreclosure during this historic and unforeseeable period and*  
33 *from unduly burdening the recovery through negative credit*  
34 *reporting. This framework for temporary emergency relief for*  
35 *financially distressed tenants, homeowners, and small landlords*  
36 *seeks to help stabilize Californians through the state of emergency*  
37 *in protection of their health and without the loss of their homes*  
38 *and property.*

39 *SEC. 3. Section 789.4 is added to the Civil Code, to read:*

1 789.4. (a) *In addition to the damages provided in subdivision*  
2 *(c) of Section 789.3 of the Civil Code, a landlord who violates*  
3 *Section 789.3 of the Civil Code, if the tenant has provided a*  
4 *declaration of COVID-19 financial distress pursuant to Section*  
5 *1179.03 of the Code of Civil Procedure, shall be liable for damages*  
6 *in an amount that is at least one thousand dollars (\$1,000) but not*  
7 *more than two thousand five hundred dollars (\$2,500), as*  
8 *determined by the trier of fact.*

9 (b) *This section shall remain in effect until February 1, 2021,*  
10 *and as of that date is repealed.*

11 SEC. 4. *Section 798.56 of the Civil Code is amended to read:*

12 798.56. A tenancy shall be terminated by the management only  
13 for one or more of the following reasons:

14 (a) Failure of the homeowner or resident to comply with a local  
15 ordinance or state law or regulation relating to mobilehomes within  
16 a reasonable time after the homeowner receives a notice of  
17 noncompliance from the appropriate governmental agency.

18 (b) Conduct by the homeowner or resident, upon the park  
19 premises, that constitutes a substantial annoyance to other  
20 homeowners or residents.

21 (c) (1) Conviction of the homeowner or resident for prostitution,  
22 for a violation of subdivision (d) of Section 243, paragraph (2) of  
23 subdivision (a), or subdivision (b), of Section 245, Section 288,  
24 or Section 451, of the Penal Code, or a felony controlled substance  
25 offense, if the act resulting in the conviction was committed  
26 anywhere on the premises of the mobilehome park, including, but  
27 not limited to, within the homeowner's mobilehome.

28 (2) ~~However~~ *However*, the tenancy may not be terminated for  
29 the reason specified in this subdivision if the person convicted of  
30 the offense has permanently vacated, and does not subsequently  
31 reoccupy, the mobilehome.

32 (d) Failure of the homeowner or resident to comply with a  
33 reasonable rule or regulation of the park that is part of the rental  
34 agreement or any amendment thereto.

35 No act or omission of the homeowner or resident shall constitute  
36 a failure to comply with a reasonable rule or regulation unless and  
37 until the management has given the homeowner written notice of  
38 the alleged rule or regulation violation and the homeowner or  
39 resident has failed to adhere to the rule or regulation within seven  
40 days. However, if a homeowner has been given a written notice

1 of an alleged violation of the same rule or regulation on three or  
2 more occasions within a 12-month period after the homeowner or  
3 resident has violated that rule or regulation, no written notice shall  
4 be required for a subsequent violation of the same rule or  
5 regulation.

6 Nothing in this subdivision shall relieve the management from  
7 its obligation to demonstrate that a rule or regulation has in fact  
8 been violated.

9 (e) (1) ~~Nonpayment~~ *Except as provided for in the COVID-19*  
10 *Tenant Relief Act of 2020 (Chapter 5 (commencing with Section*  
11 *1179.01) of Title 3 of Part 3 of the Code of Civil Procedure),*  
12 *nonpayment of rent, utility charges, or reasonable incidental service*  
13 *charges; provided that the amount due has been unpaid for a period*  
14 *of at least five days from its due date, and provided that the*  
15 *homeowner shall be given a three-day written notice subsequent*  
16 *to that five-day period to pay the amount due or to vacate the*  
17 *tenancy. For purposes of this subdivision, the five-day period does*  
18 *not include the date the payment is due. The three-day written*  
19 *notice shall be given to the homeowner in the manner prescribed*  
20 *by Section 1162 of the Code of Civil Procedure. A copy of this*  
21 *notice shall be sent to the persons or entities specified in*  
22 *subdivision (b) of Section 798.55 within 10 days after notice is*  
23 *delivered to the homeowner. If the homeowner cures the default,*  
24 *the notice need not be sent. The notice may be given at the same*  
25 *time as the 60 days' notice required for termination of the tenancy.*  
26 *A three-day notice given pursuant to this subdivision shall contain*  
27 *the following provisions printed in at least 12-point boldface type*  
28 *at the top of the notice, with the appropriate number written in the*  
29 *blank:*

30 “Warning: This notice is the (insert number) three-day notice for  
31 nonpayment of rent, utility charges, or other reasonable incidental  
32 services that has been served upon you in the last 12 months.  
33 Pursuant to Civil Code Section 798.56 (e) (5), if you have been  
34 given a three-day notice to either pay rent, utility charges, or other  
35 reasonable incidental services or to vacate your tenancy on three  
36 or more occasions within a 12-month period, management is not  
37 required to give you a further three-day period to pay rent or vacate  
38 the tenancy before your tenancy can be terminated.”

39 (2) Payment by the homeowner prior to the expiration of the  
40 three-day notice period shall cure a default under this subdivision.



1 If the homeowner does not pay prior to the expiration of the  
2 three-day notice period, the homeowner shall remain liable for all  
3 payments due up until the time the tenancy is vacated.

4 (3) Payment by the legal owner, as defined in Section 18005.8  
5 of the Health and Safety Code, any junior lienholder, as defined  
6 in Section 18005.3 of the Health and Safety Code, or the registered  
7 owner, as defined in Section 18009.5 of the Health and Safety  
8 Code, if other than the homeowner, on behalf of the homeowner  
9 prior to the expiration of 30 calendar days following the mailing  
10 of the notice to the legal owner, each junior lienholder, and the  
11 registered owner provided in subdivision (b) of Section 798.55,  
12 shall cure a default under this subdivision with respect to that  
13 payment.

14 (4) Cure of a default of rent, utility charges, or reasonable  
15 incidental service charges by the legal owner, any junior lienholder,  
16 or the registered owner, if other than the homeowner, as provided  
17 by this subdivision, may not be exercised more than twice during  
18 a 12-month period.

19 (5) If a homeowner has been given a three-day notice to pay  
20 the amount due or to vacate the tenancy on three or more occasions  
21 within the preceding 12-month period and each notice includes  
22 the provisions specified in paragraph (1), no written three-day  
23 notice shall be required in the case of a subsequent nonpayment  
24 of rent, utility charges, or reasonable incidental service charges.

25 In that event, the management shall give written notice to the  
26 homeowner in the manner prescribed by Section 1162 of the Code  
27 of Civil Procedure to remove the mobilehome from the park within  
28 a period of not less than 60 days, which period shall be specified  
29 in the notice. A copy of this notice shall be sent to the legal owner,  
30 each junior lienholder, and the registered owner of the mobilehome,  
31 if other than the homeowner, as specified in paragraph (b) of  
32 Section 798.55, by certified or registered mail, return receipt  
33 requested, within 10 days after notice is sent to the homeowner.

34 (6) When a copy of the 60 days' notice described in paragraph  
35 (5) is sent to the legal owner, each junior lienholder, and the  
36 registered owner of the mobilehome, if other than the homeowner,  
37 the default may be cured by any of them on behalf of the  
38 homeowner prior to the expiration of 30 calendar days following  
39 the mailing of the notice, if all of the following conditions exist:

1 (A) A copy of a three-day notice sent pursuant to subdivision  
 2 (b) of Section 798.55 to a homeowner for the nonpayment of rent,  
 3 utility charges, or reasonable incidental service charges was not  
 4 sent to the legal owner, junior lienholder, or registered owner, of  
 5 the mobilehome, if other than the homeowner, during the preceding  
 6 12-month period.

7 (B) The legal owner, junior lienholder, or registered owner of  
 8 the mobilehome, if other than the homeowner, has not previously  
 9 cured a default of the homeowner during the preceding 12-month  
 10 period.

11 (C) The legal owner, junior lienholder or registered owner, if  
 12 other than the homeowner, is not a financial institution or  
 13 mobilehome dealer.

14 If the default is cured by the legal owner, junior lienholder, or  
 15 registered owner within the 30-day period, the notice to remove  
 16 the mobilehome from the park described in paragraph (5) shall be  
 17 rescinded.

18 (f) Condemnation of the park.

19 (g) Change of use of the park or any portion thereof, provided:

20 (1) The management gives the homeowners at least 15 days’  
 21 written notice that the management will be appearing before a  
 22 local governmental board, commission, or body to request permits  
 23 for a change of use of the mobilehome park.

24 (2) After all required permits requesting a change of use have  
 25 been approved by the local governmental board, commission, or  
 26 body, the management shall give the homeowners six months’ or  
 27 more written notice of termination of tenancy.

28 If the change of use requires no local governmental permits, then  
 29 notice shall be given 12 months or more prior to the management’s  
 30 determination that a change of use will occur. The management  
 31 in the notice shall disclose and describe in detail the nature of the  
 32 change of use.

33 (3) The management gives each proposed homeowner written  
 34 notice thereof prior to the inception of ~~his or her~~ *the homeowner’s*  
 35 tenancy that the management is requesting a change of use before  
 36 local governmental bodies or that a change of use request has been  
 37 granted.

38 (4) The notice requirements for termination of tenancy set forth  
 39 in Sections 798.56 and 798.57 shall be followed if the proposed  
 40 change actually occurs.

1 (5) A notice of a proposed change of use given prior to January  
2 1, 1980, that conforms to the requirements in effect at that time  
3 shall be valid. The requirements for a notice of a proposed change  
4 of use imposed by this subdivision shall be governed by the law  
5 in effect at the time the notice was given.

6 (h) The report required pursuant to subdivisions (b) and (i) of  
7 Section 65863.7 of the Government Code shall be given to the  
8 homeowners or residents at the same time that notice is required  
9 pursuant to subdivision (g) of this section.

10 (i) For purposes of this section, “financial institution” means a  
11 state or national bank, state or federal savings and loan association  
12 or credit union, or similar organization, and mobilehome dealer  
13 as defined in Section 18002.6 of the Health and Safety Code or  
14 any other organization that, as part of its usual course of business,  
15 originates, owns, or provides loan servicing for loans secured by  
16 a mobilehome.

17 (j) *This section remain in effect until February 1, 2025, and as*  
18 *of that date is repealed.*

19 *SEC. 5. Section 798.56 is added to the Civil Code, to read:*

20 *798.56. A tenancy shall be terminated by the management only*  
21 *for one or more of the following reasons:*

22 (a) *Failure of the homeowner or resident to comply with a local*  
23 *ordinance or state law or regulation relating to mobilehomes*  
24 *within a reasonable time after the homeowner receives a notice*  
25 *of noncompliance from the appropriate governmental agency.*

26 (b) *Conduct by the homeowner or resident, upon the park*  
27 *premises, that constitutes a substantial annoyance to other*  
28 *homeowners or residents.*

29 (c) (1) *Conviction of the homeowner or resident for prostitution,*  
30 *for a violation of subdivision (d) of Section 243, paragraph (2) of*  
31 *subdivision (a), or subdivision (b), of Section 245, Section 288, or*  
32 *Section 451, of the Penal Code, or a felony controlled substance*  
33 *offense, if the act resulting in the conviction was committed*  
34 *anywhere on the premises of the mobilehome park, including, but*  
35 *not limited to, within the homeowner’s mobilehome.*

36 (2) *However, the tenancy may not be terminated for the reason*  
37 *specified in this subdivision if the person convicted of the offense*  
38 *has permanently vacated, and does not subsequently reoccupy,*  
39 *the mobilehome.*

1 (d) Failure of the homeowner or resident to comply with a  
2 reasonable rule or regulation of the park that is part of the rental  
3 agreement or any amendment thereto.

4 No act or omission of the homeowner or resident shall constitute  
5 a failure to comply with a reasonable rule or regulation unless  
6 and until the management has given the homeowner written notice  
7 of the alleged rule or regulation violation and the homeowner or  
8 resident has failed to adhere to the rule or regulation within seven  
9 days. However, if a homeowner has been given a written notice  
10 of an alleged violation of the same rule or regulation on three or  
11 more occasions within a 12-month period after the homeowner or  
12 resident has violated that rule or regulation, no written notice  
13 shall be required for a subsequent violation of the same rule or  
14 regulation.

15 Nothing in this subdivision shall relieve the management from  
16 its obligation to demonstrate that a rule or regulation has in fact  
17 been violated.

18 (e) (1) Nonpayment of rent, utility charges, or reasonable  
19 incidental service charges; provided that the amount due has been  
20 unpaid for a period of at least five days from its due date, and  
21 provided that the homeowner shall be given a three-day written  
22 notice subsequent to that five-day period to pay the amount due  
23 or to vacate the tenancy. For purposes of this subdivision, the  
24 five-day period does not include the date the payment is due. The  
25 three-day written notice shall be given to the homeowner in the  
26 manner prescribed by Section 1162 of the Code of Civil Procedure.  
27 A copy of this notice shall be sent to the persons or entities  
28 specified in subdivision (b) of Section 798.55 within 10 days after  
29 notice is delivered to the homeowner. If the homeowner cures the  
30 default, the notice need not be sent. The notice may be given at  
31 the same time as the 60 days' notice required for termination of  
32 the tenancy. A three-day notice given pursuant to this subdivision  
33 shall contain the following provisions printed in at least 12-point  
34 boldface type at the top of the notice, with the appropriate number  
35 written in the blank:

36 "Warning: This notice is the (insert number) three-day notice  
37 for nonpayment of rent, utility charges, or other reasonable  
38 incidental services that has been served upon you in the last 12  
39 months. Pursuant to Civil Code Section 798.56 (e) (5), if you have  
40 been given a three-day notice to either pay rent, utility charges,

1 *or other reasonable incidental services or to vacate your tenancy*  
2 *on three or more occasions within a 12-month period, management*  
3 *is not required to give you a further three-day period to pay rent*  
4 *or vacate the tenancy before your tenancy can be terminated.”*

5 *(2) Payment by the homeowner prior to the expiration of the*  
6 *three-day notice period shall cure a default under this subdivision.*  
7 *If the homeowner does not pay prior to the expiration of the*  
8 *three-day notice period, the homeowner shall remain liable for*  
9 *all payments due up until the time the tenancy is vacated.*

10 *(3) Payment by the legal owner, as defined in Section 18005.8*  
11 *of the Health and Safety Code, any junior lienholder, as defined*  
12 *in Section 18005.3 of the Health and Safety Code, or the registered*  
13 *owner, as defined in Section 18009.5 of the Health and Safety*  
14 *Code, if other than the homeowner, on behalf of the homeowner*  
15 *prior to the expiration of 30 calendar days following the mailing*  
16 *of the notice to the legal owner, each junior lienholder, and the*  
17 *registered owner provided in subdivision (b) of Section 798.55,*  
18 *shall cure a default under this subdivision with respect to that*  
19 *payment.*

20 *(4) Cure of a default of rent, utility charges, or reasonable*  
21 *incidental service charges by the legal owner, any junior*  
22 *lienholder, or the registered owner, if other than the homeowner,*  
23 *as provided by this subdivision, may not be exercised more than*  
24 *twice during a 12-month period.*

25 *(5) If a homeowner has been given a three-day notice to pay*  
26 *the amount due or to vacate the tenancy on three or more occasions*  
27 *within the preceding 12-month period and each notice includes*  
28 *the provisions specified in paragraph (1), no written three-day*  
29 *notice shall be required in the case of a subsequent nonpayment*  
30 *of rent, utility charges, or reasonable incidental service charges.*

31 *In that event, the management shall give written notice to the*  
32 *homeowner in the manner prescribed by Section 1162 of the Code*  
33 *of Civil Procedure to remove the mobilehome from the park within*  
34 *a period of not less than 60 days, which period shall be specified*  
35 *in the notice. A copy of this notice shall be sent to the legal owner,*  
36 *each junior lienholder, and the registered owner of the*  
37 *mobilehome, if other than the homeowner, as specified in*  
38 *paragraph (b) of Section 798.55, by certified or registered mail,*  
39 *return receipt requested, within 10 days after notice is sent to the*  
40 *homeowner.*

1 (6) When a copy of the 60 days' notice described in paragraph  
 2 (5) is sent to the legal owner, each junior lienholder, and the  
 3 registered owner of the mobilehome, if other than the homeowner,  
 4 the default may be cured by any of them on behalf of the  
 5 homeowner prior to the expiration of 30 calendar days following  
 6 the mailing of the notice, if all of the following conditions exist:

7 (A) A copy of a three-day notice sent pursuant to subdivision  
 8 (b) of Section 798.55 to a homeowner for the nonpayment of rent,  
 9 utility charges, or reasonable incidental service charges was not  
 10 sent to the legal owner, junior lienholder, or registered owner, of  
 11 the mobilehome, if other than the homeowner, during the preceding  
 12 12-month period.

13 (B) The legal owner, junior lienholder, or registered owner of  
 14 the mobilehome, if other than the homeowner, has not previously  
 15 cured a default of the homeowner during the preceding 12-month  
 16 period.

17 (C) The legal owner, junior lienholder or registered owner, if  
 18 other than the homeowner, is not a financial institution or  
 19 mobilehome dealer.

20 If the default is cured by the legal owner, junior lienholder, or  
 21 registered owner within the 30-day period, the notice to remove  
 22 the mobilehome from the park described in paragraph (5) shall  
 23 be rescinded.

24 (f) Condemnation of the park.

25 (g) Change of use of the park or any portion thereof, provided:

26 (1) The management gives the homeowners at least 15 days'  
 27 written notice that the management will be appearing before a  
 28 local governmental board, commission, or body to request permits  
 29 for a change of use of the mobilehome park.

30 (2) After all required permits requesting a change of use have  
 31 been approved by the local governmental board, commission, or  
 32 body, the management shall give the homeowners six months' or  
 33 more written notice of termination of tenancy.

34 If the change of use requires no local governmental permits,  
 35 then notice shall be given 12 months or more prior to the  
 36 management's determination that a change of use will occur. The  
 37 management in the notice shall disclose and describe in detail the  
 38 nature of the change of use.

39 (3) The management gives each proposed homeowner written  
 40 notice thereof prior to the inception of the homeowner's tenancy

1 *that the management is requesting a change of use before local*  
2 *governmental bodies or that a change of use request has been*  
3 *granted.*

4 (4) *The notice requirements for termination of tenancy set forth*  
5 *in Sections 798.56 and 798.57 shall be followed if the proposed*  
6 *change actually occurs.*

7 (5) *A notice of a proposed change of use given prior to January*  
8 *1, 1980, that conforms to the requirements in effect at that time*  
9 *shall be valid. The requirements for a notice of a proposed change*  
10 *of use imposed by this subdivision shall be governed by the law in*  
11 *effect at the time the notice was given.*

12 (h) *The report required pursuant to subdivisions (b) and (i) of*  
13 *Section 65863.7 of the Government Code shall be given to the*  
14 *homeowners or residents at the same time that notice is required*  
15 *pursuant to subdivision (g) of this section.*

16 (i) *For purposes of this section, “financial institution” means*  
17 *a state or national bank, state or federal savings and loan*  
18 *association or credit union, or similar organization, and*  
19 *mobilehome dealer as defined in Section 18002.6 of the Health*  
20 *and Safety Code or any other organization that, as part of its usual*  
21 *course of business, originates, owns, or provides loan servicing*  
22 *for loans secured by a mobilehome.*

23 (j) *This section shall become operative on February 1, 2025.*

24 SEC. 6. *Section 1942.5 of the Civil Code is amended to read:*

25 1942.5. (a) *If the lessor retaliates against the lessee because*  
26 *of the exercise by the lessee of ~~his or her~~ the lessee’s rights under*  
27 *this chapter or because of ~~his~~ the lessee’s complaint to an*  
28 *appropriate agency as to tenantability of a dwelling, and if the*  
29 *lessee of a dwelling is not in default as to the payment of ~~his or~~*  
30 *her rent, the lessor may not recover possession of a dwelling in*  
31 *any action or proceeding, cause the lessee to quit involuntarily,*  
32 *increase the rent, or decrease any services within 180 days of any*  
33 *of the following:*

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

38 (2) *After the date upon which the lessee, in good faith, has filed*  
39 *a written complaint, or an oral complaint which is registered or*  
40 *otherwise recorded in writing, with an appropriate agency, of which*

1 the lessor has notice, for the purpose of obtaining correction of a  
2 condition relating to tenantability.

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

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

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

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

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

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

21 (d) Notwithstanding subdivision (a), it is unlawful for a lessor  
22 to increase rent, decrease services, cause a lessee to quit  
23 involuntarily, bring an action to recover possession, or threaten to  
24 do any of those acts, for the purpose of retaliating against the lessee  
25 because ~~he or she~~ *the lessee* has lawfully organized or participated  
26 in a lessees' association or an organization advocating lessees'  
27 rights or has lawfully and peaceably exercised any rights under  
28 the law. *It is also unlawful for a lessor to bring an action for*  
29 *unlawful detainer based on a cause of action other than*  
30 *nonpayment of COVID-19 rental debt, as defined in Section*  
31 *1179.02 of the Code of Civil Procedure, for the purpose of*  
32 *retaliating against the lessee because the lessee has a COVID-19*  
33 *rental debt.* In an action brought by or against the lessee pursuant  
34 to this subdivision, the lessee shall bear the burden of producing  
35 evidence that the lessor's conduct was, in fact, retaliatory.

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



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

8 (g) Notwithstanding subdivisions (a) to (f), inclusive, a lessor  
9 may recover possession of a dwelling and do any of the other acts  
10 described in subdivision (a) within the period or periods prescribed  
11 therein, or within subdivision (d), if the notice of termination, rent  
12 increase, or other act, and any pleading or statement of issues in  
13 an arbitration, if any, states the ground upon which the lessor, in  
14 good faith, seeks to recover possession, increase rent, or do any  
15 of the other acts described in subdivision (a) or (d). If the statement  
16 is controverted, the lessor shall establish its truth at the trial or  
17 other hearing.

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

20 (1) The actual damages sustained by the lessee.

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

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

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

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

35 (l) *This section shall remain in effect until February 1, 2021,*  
36 *and as of that date is repealed.*

37 *SEC. 7. Section 1942.5 is added to the Civil Code, to read:*

38 *1942.5. (a) If the lessor retaliates against the lessee because*  
39 *of the exercise by the lessee of the lessee's rights under this chapter*  
40 *or because of the lessee's complaint to an appropriate agency as*

1 to tenantability of a dwelling, and if the lessee of a dwelling is not  
2 in default as to the payment of rent, the lessor may not recover  
3 possession of a dwelling in any action or proceeding, cause the  
4 lessee to quit involuntarily, increase the rent, or decrease any  
5 services within 180 days of any of the following:

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

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

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

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

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

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

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

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

33 (d) Notwithstanding subdivision (a), it is unlawful for a lessor  
34 to increase rent, decrease services, cause a lessee to quit  
35 involuntarily, bring an action to recover possession, or threaten  
36 to do any of those acts, for the purpose of retaliating against the  
37 lessee because the lessee has lawfully organized or participated  
38 in a lessees' association or an organization advocating lessees'  
39 rights or has lawfully and peaceably exercised any rights under  
40 the law. In an action brought by or against the lessee pursuant to

1 *this subdivision, the lessee shall bear the burden of producing*  
2 *evidence that the lessor's conduct was, in fact, retaliatory.*

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

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

14 *(g) Notwithstanding subdivisions (a) to (f), inclusive, a lessor*  
15 *may recover possession of a dwelling and do any of the other acts*  
16 *described in subdivision (a) within the period or periods prescribed*  
17 *therein, or within subdivision (d), if the notice of termination, rent*  
18 *increase, or other act, and any pleading or statement of issues in*  
19 *an arbitration, if any, states the ground upon which the lessor, in*  
20 *good faith, seeks to recover possession, increase rent, or do any*  
21 *of the other acts described in subdivision (a) or (d). If the statement*  
22 *is controverted, the lessor shall establish its truth at the trial or*  
23 *other hearing.*

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

26 *(1) The actual damages sustained by the lessee.*

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

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

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

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

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

2 SECTION 1.

3 SEC. 8. Section 1946.2 of the Civil Code is amended to read:

4 1946.2. (a) Notwithstanding any other law, after a tenant has  
5 continuously and lawfully occupied a residential real property for  
6 12 months, the owner of the residential real property shall not  
7 terminate the tenancy without just cause, which shall be stated in  
8 the written notice to terminate tenancy. If any additional adult  
9 tenants are added to the lease before an existing tenant has  
10 continuously and lawfully occupied the residential real property  
11 for 24 months, then this subdivision shall only apply if either of  
12 the following are satisfied:

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

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

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

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

20 (A) Default in the payment of rent.

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

25 (C) Maintaining, committing, or permitting the maintenance or  
26 commission of a nuisance as described in paragraph (4) of Section  
27 1161 of the Code of Civil Procedure.

28 (D) Committing waste as described in paragraph (4) of Section  
29 1161 of the Code of Civil Procedure.

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

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

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

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

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

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

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

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

21 (A) (i) Intent to occupy the residential real property by the  
22 owner or their spouse, domestic partner, children, grandchildren,  
23 parents, or grandparents.

24 (ii) For leases entered into on or after July 1, 2020, clause (i)  
25 shall apply only if the tenant agrees, in writing, to the termination,  
26 or if a provision of the lease allows the owner to terminate the  
27 lease if the owner, or their spouse, domestic partner, children,  
28 grandchildren, parents, or grandparents, unilaterally decides to  
29 occupy the residential real property. Addition of a provision  
30 allowing the owner to terminate the lease as described in this clause  
31 to a new or renewed rental agreement or fixed-term lease  
32 constitutes a similar provision for the purposes of subparagraph  
33 (E) of paragraph (1).

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

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

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

- 1 (II) An order issued by a government agency or court to vacate  
2 the residential real property.
- 3 (III) A local ordinance that necessitates vacating the residential  
4 real property.
  - 5 (ii) If it is determined by any government agency or court that  
6 the tenant is at fault for the condition or conditions triggering the  
7 order or need to vacate under clause (i), the tenant shall not be  
8 entitled to relocation assistance as outlined in paragraph (3) of  
9 subdivision (d).
- 10 (D) (i) Intent to demolish or to substantially remodel the  
11 residential real property.
  - 12 (ii) For purposes of this subparagraph, “substantially remodel”  
13 means the replacement or substantial modification of any structural,  
14 electrical, plumbing, or mechanical system that requires a permit  
15 from a governmental agency, or the abatement of hazardous  
16 materials, including lead-based paint, mold, or asbestos, in  
17 accordance with applicable federal, state, and local laws, that  
18 cannot be reasonably accomplished in a safe manner with the tenant  
19 in place and that requires the tenant to vacate the residential real  
20 property for at least 30 days. Cosmetic improvements alone,  
21 including painting, decorating, and minor repairs, or other work  
22 that can be performed safely without having the residential real  
23 property vacated, do not qualify as substantial rehabilitation.
  - 24 (c) Before an owner of residential real property issues a notice  
25 to terminate a tenancy for just cause that is a curable lease  
26 violation, the owner shall first give notice of the violation to the  
27 tenant with an opportunity to cure the violation pursuant to  
28 paragraph (3) of Section 1161 of the Code of Civil Procedure. If  
29 the violation is not cured within the time period set forth in the  
30 notice, a three-day notice to quit without an opportunity to cure  
31 may thereafter be served to terminate the tenancy.
  - 32 (d) (1) For a tenancy for which just cause is required to  
33 terminate the tenancy under subdivision (a), if an owner of  
34 residential real property issues a termination notice based on a  
35 no-fault just cause described in paragraph (2) of subdivision (b),  
36 the owner shall, regardless of the tenant’s income, at the owner’s  
37 option, do one of the following:
    - 38 (A) Assist the tenant to relocate by providing a direct payment  
39 to the tenant as described in paragraph (3).

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

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

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

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

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

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

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

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

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

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

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

39 (5) Single-family owner-occupied residences, including a  
40 residence in which the owner-occupant rents or leases no more

1 than two units or bedrooms, including, but not limited to, an  
2 accessory dwelling unit or a junior accessory dwelling unit.

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

9 (7) Housing that has been issued a certificate of occupancy  
10 within the previous 15 years.

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

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

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

17 (ii) A corporation.

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

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

23  
24 “This property is not subject to the rent limits imposed by Section  
25 1947.12 of the Civil Code and is not subject to the just cause  
26 requirements of Section 1946.2 of the Civil Code. This property  
27 meets the requirements of Sections 1947.12 (d)(5) and 1946.2  
28 (e)(8) of the Civil Code and the owner is not any of the following:  
29 (1) a real estate investment trust, as defined by Section 856 of the  
30 Internal Revenue Code; (2) a corporation; or (3) a limited liability  
31 company in which at least one member is a corporation.”

32  
33 (ii) For a tenancy existing before July 1, 2020, the notice  
34 required under clause (i) may, but is not required to, be provided  
35 in the rental agreement.

36 (iii) For any tenancy commenced or renewed on or after July  
37 1, 2020, the notice required under clause (i) must be provided in  
38 the rental agreement.

39 (iv) Addition of a provision containing the notice required under  
40 clause (i) to any new or renewed rental agreement or fixed-term



1 lease constitutes a similar provision for the purposes of  
2 subparagraph (E) of paragraph (1) of subdivision (b).

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

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

13 (1) For any tenancy commenced or renewed on or after July 1,  
14 2020, as an addendum to the lease or rental agreement, or as a  
15 written notice signed by the tenant, with a copy provided to the  
16 tenant.

17 (2) For a tenancy existing prior to July 1, 2020, by written notice  
18 to the tenant no later than August 1, 2020, or as an addendum to  
19 the lease or rental agreement.

20 (3) The notification or lease provision shall be in no less than  
21 12-point type, and shall include the following:

22  
23 “California law limits the amount your rent can be increased. See  
24 Section 1947.12 of the Civil Code for more information. California  
25 law also provides that after all of the tenants have continuously  
26 and lawfully occupied the property for 12 months or more or at  
27 least one of the tenants has continuously and lawfully occupied  
28 the property for 24 months or more, a landlord must provide a  
29 statement of cause in any notice to terminate a tenancy. See Section  
30 1946.2 of the Civil Code for more information.”

31  
32 The provision of the notice shall be subject to Section 1632.

33 (g) (1) This section does not apply to the following residential  
34 real property:

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

39 (B) Residential real property subject to a local ordinance  
40 requiring just cause for termination of a residential tenancy adopted

1 or amended after September 1, 2019, that is more protective than  
2 this section, in which case the local ordinance shall apply. For  
3 purposes of this subparagraph, an ordinance is “more protective”  
4 if it meets all of the following criteria:

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

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

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

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

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

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

22 (i) For the purposes of this section, the following definitions  
23 shall apply:

24 (1) “Owner” and “residential real property” have the same  
25 meaning as those terms are defined in Section 1954.51.

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

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

30 ~~SEC. 2.~~

31 *SEC. 9.* Section 1947.12 of the Civil Code is amended to read:

32 1947.12. (a) (1) Subject to subdivision (b), an owner of  
33 residential real property shall not, over the course of any 12-month  
34 period, increase the gross rental rate for a dwelling or a unit more  
35 than 5 percent plus the percentage change in the cost of living, or  
36 10 percent, whichever is lower, of the lowest gross rental rate  
37 charged for that dwelling or unit at any time during the 12 months  
38 prior to the effective date of the increase. In determining the lowest  
39 gross rental amount pursuant to this section, any rent discounts,  
40 incentives, concessions, or credits offered by the owner of such

1 unit of residential real property and accepted by the tenant shall  
2 be excluded. The gross per-month rental rate and any owner-offered  
3 discounts, incentives, concessions, or credits shall be separately  
4 listed and identified in the lease or rental agreement or any  
5 amendments to an existing lease or rental agreement.

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

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

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

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

24 (1) Housing restricted by deed, regulatory restriction contained  
25 in an agreement with a government agency, or other recorded  
26 document as affordable housing for persons and families of very  
27 low, low, or moderate income, as defined in Section 50093 of the  
28 Health and Safety Code, or subject to an agreement that provides  
29 housing subsidies for affordable housing for persons and families  
30 of very low, low, or moderate income, as defined in Section 50093  
31 of the Health and Safety Code or comparable federal statutes.

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

34 (3) Housing subject to rent or price control through a public  
35 entity's valid exercise of its police power consistent with Chapter  
36 2.7 (commencing with Section 1954.50) that restricts annual  
37 increases in the rental rate to an amount less than that provided in  
38 subdivision (a).

39 (4) Housing that has been issued a certificate of occupancy  
40 within the previous 15 years.

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

- 4 (A) The owner is not any of the following:
  - 5 (i) A real estate investment trust, as defined in Section 856 of
  - 6 the Internal Revenue Code.
  - 7 (ii) A corporation.
  - 8 (iii) A limited liability company in which at least one member
  - 9 is a corporation.

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

13  
14 “This property is not subject to the rent limits imposed by Section  
15 1947.12 of the Civil Code and is not subject to the just cause  
16 requirements of Section 1946.2 of the Civil Code. This property  
17 meets the requirements of Sections 1947.12 (d)(5) and 1946.2  
18 (e)(8) of the Civil Code and the owner is not any of the following:  
19 (1) a real estate investment trust, as defined by Section 856 of the  
20 Internal Revenue Code; (2) a corporation; or (3) a limited liability  
21 company in which at least one member is a corporation.”

22  
23 (ii) For a tenancy existing before July 1, 2020, the notice  
24 required under clause (i) may, but is not required to, be provided  
25 in the rental agreement.

26 (iii) For a tenancy commenced or renewed on or after July 1,  
27 2020, the notice required under clause (i) must be provided in the  
28 rental agreement.

29 (iv) Addition of a provision containing the notice required under  
30 clause (i) to any new or renewed rental agreement or fixed-term  
31 lease constitutes a similar provision for the purposes of  
32 subparagraph (E) of paragraph (1) of subdivision (b) of Section  
33 1946.2.

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

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

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

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

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

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

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

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

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

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

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

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

32 (B) If the United States Bureau of Labor Statistics does not  
33 publish a CPI-U for the metropolitan area in which the property  
34 is located, the California Consumer Price Index for All Urban  
35 Consumers for All Items as published by the Department of  
36 Industrial Relations.

37 (C) On or after January 1, 2021, if the United States Bureau of  
38 Labor Statistics publishes a CPI-U index for one or more  
39 metropolitan areas not listed in subparagraph (A), that CPI-U index  
40 shall apply in those areas with respect to rent increases that take

1 effect on or after August 1 of the calendar year in which the  
2 12-month change in that CPI-U, as described in subparagraph (B)  
3 of paragraph (3), is first published.

4 (2) “Owner” and “residential real property” shall have the same  
5 meaning as those terms are defined in Section 1954.51.

6 (3) (A) “Percentage change in the cost of living” means the  
7 percentage change, computed pursuant to subparagraph (B), in the  
8 applicable, as determined pursuant to paragraph (1), Consumer  
9 Price Index for All Urban Consumers for All Items.

10 (B) (i) For rent increases that take effect before August 1 of  
11 any calendar year, the following shall apply:

12 (I) The percentage change shall be the percentage change in the  
13 amount published for April of the immediately preceding calendar  
14 year and April of the year before that.

15 (II) If there is not an amount published in April for the applicable  
16 geographic area, the percentage change shall be the percentage  
17 change in the amount published for March of the immediately  
18 preceding calendar year and March of the year before that.

19 (ii) For rent increases that take effect on or after August 1 of  
20 any calendar year, the following shall apply:

21 (I) The percentage change shall be the percentage change in the  
22 amount published for April of that calendar year and April of the  
23 immediately preceding calendar year.

24 (II) If there is not an amount published in April for the applicable  
25 geographic area, the percentage change shall be the percentage  
26 change in the amount published for March of that calendar year  
27 and March of the immediately preceding calendar year.

28 (iii) The percentage change shall be rounded to the nearest  
29 one-tenth of 1 percent.

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

32 (h) (1) This section shall apply to all rent increases subject to  
33 subdivision (a) occurring on or after March 15, 2019.

34 (2) In the event that an owner has increased the rent by more  
35 than the amount permissible under subdivision (a) between March  
36 15, 2019, and January 1, 2020, both of the following shall apply:

37 (A) The applicable rent on January 1, 2020, shall be the rent as  
38 of March 15, 2019, plus the maximum permissible increase under  
39 subdivision (a).

1 (B) An owner shall not be liable to the tenant for any  
2 corresponding rent overpayment.

3 (3) An owner of residential real property subject to subdivision  
4 (a) who increased the rental rate on that residential real property  
5 on or after March 15, 2019, but prior to January 1, 2020, by an  
6 amount less than the rental rate increase permitted by subdivision  
7 (a) shall be allowed to increase the rental rate twice, as provided  
8 in paragraph (2) of subdivision (a), within 12 months of March  
9 15, 2019, but in no event shall that rental rate increase exceed the  
10 maximum rental rate increase permitted by subdivision (a).

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

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

15 (k) (1) The Legislature finds and declares that the unique  
16 circumstances of the current housing crisis require a statewide  
17 response to address rent gouging by establishing statewide  
18 limitations on gross rental rate increases.

19 (2) It is the intent of the Legislature that this section should  
20 apply only for the limited time needed to address the current  
21 statewide housing crisis, as described in paragraph (1). This section  
22 is not intended to expand or limit the authority of local  
23 governments to establish local policies regulating rents consistent  
24 with Chapter 2.7 (commencing with Section 1954.50), nor is it a  
25 statement regarding the appropriate, allowable rental rate increase  
26 when a local government adopts a policy regulating rent that is  
27 otherwise consistent with Chapter 2.7 (commencing with Section  
28 1954.50).

29 (3) Nothing in this section authorizes a local government to  
30 establish limitations on any rental rate increases not otherwise  
31 permissible under Chapter 2.7 (commencing with Section 1954.50),  
32 or affects the existing authority of a local government to adopt or  
33 maintain rent controls or price controls consistent with that chapter.

34 ~~SEC. 3.~~

35 *SEC. 10.* Section 1947.13 of the Civil Code is amended to read:

36 1947.13. (a) Notwithstanding subdivision (a) of Section  
37 1947.12, upon the expiration of rental restrictions, the following  
38 shall apply:

39 (1) The owner of an assisted housing development who  
40 demonstrates, under penalty of perjury, compliance with all

1 applicable provisions of Sections 65863.10, 65863.11, and  
 2 65863.13 of the Government Code and any other applicable federal,  
 3 state, or local law or regulation may establish the initial unassisted  
 4 rental rate for units in the applicable housing development. Any  
 5 subsequent rent increase in the development shall be subject to  
 6 Section 1947.12.

7 (2) The owner of a deed-restricted affordable housing unit or  
 8 an affordable housing unit subject to a regulatory restriction  
 9 contained in an agreement with a government agency limiting  
 10 rental rates that is not within an assisted housing development  
 11 may, subject to any applicable federal, state, or local law or  
 12 regulation, establish the initial rental rate for the unit upon the  
 13 expiration of the restriction. Any subsequent rent increase for the  
 14 unit shall be subject to Section 1947.12.

15 (b) For purposes of this section:

16 (1) “Assisted housing development” has the same meaning as  
 17 defined in paragraph (3) of subdivision (a) of Section 65863.10 of  
 18 the Government Code.

19 (2) “Expiration of rental restrictions” has the same meaning as  
 20 defined in paragraph (5) of subdivision (a) of Section 65863.10 of  
 21 the Government Code.

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

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

26 (e) This section shall not be construed to preempt any local law.

27 *SEC. 11. Section 2924.15 of the Civil Code is amended to read:*

28 2924.15. (a) Unless otherwise provided, paragraph (5) of  
 29 subdivision (a) of Section 2924, and Sections 2923.5, 2923.55,  
 30 2923.6, 2923.7, 2924.9, 2924.10, 2924.11, and 2924.18 shall apply  
 31 only to a first lien ~~mortgages mortgage~~ or ~~deeds deed~~ of trust that  
 32 ~~are secured by owner-occupied residential real property containing~~  
 33 ~~no more than four dwelling units. For these purposes,~~  
 34 ~~“owner-occupied” means that the property is the principal residence~~  
 35 ~~of the borrower and is security for a loan made for personal, family,~~  
 36 ~~or household purposes. meets either of the following criteria:~~

37 (1) (A) *The first lien mortgage or deed of trust is secured by*  
 38 *owner-occupied residential real property containing no more than*  
 39 *four dwelling units.*



1 (B) For purposes of this paragraph, “owner-occupied” means  
2 that the property is the principal residence of the borrower and is  
3 security for a loan made for personal, family, or household  
4 purposes.

5 (2) The first lien mortgage or deed of trust is secured by  
6 residential real property that is occupied by a tenant, contains no  
7 more than four dwelling units, and meets all of the conditions  
8 described in subparagraph (B).

9 (A) For the purposes of this paragraph:

10 (i) “Applicable lease” means a lease entered pursuant to an  
11 arm’s length transaction before, and in effect on, March 4, 2020.

12 (ii) “Arm’s length transaction” means a lease entered into in  
13 good faith and for valuable consideration that reflects the fair  
14 market value in the open market between informed and willing  
15 parties.

16 (iii) “Occupied by a tenant” means that the property is the  
17 principal residence of a tenant.

18 (B) To meet the conditions of this subdivision, a first lien  
19 mortgage or deed of trust shall have all of the following  
20 characteristics:

21 (i) The property is owned by an individual who owns no more  
22 than three residential real properties, or by one or more individuals  
23 who together own no more than three residential real properties,  
24 each of which contains no more than four dwelling units.

25 (ii) The property is occupied by a tenant pursuant to an  
26 applicable lease.

27 (iii) A tenant occupying the property is unable to pay rent due  
28 to a reduction in income resulting from the novel coronavirus.

29 (C) Relief shall be available pursuant to subdivision (a) of  
30 Section 2924 and Sections 2923.5, 2923.55, 2923.6, 2923.7, 2924.9,  
31 2924.10, 2924.11, and 2924.18 for so long as the property remains  
32 occupied by a tenant pursuant to a lease entered in an arm’s length  
33 transaction.

34 (b) This section shall remain in effect until January 1, 2023,  
35 and as of that date is repealed.

36 SEC. 12. Section 2924.15 is added to the Civil Code, to read:

37 2924.15. (a) Unless otherwise provided, paragraph (5) of  
38 subdivision (a) of Section 2924 and Sections 2923.5, 2923.55,  
39 2923.6, 2923.7, 2924.9, 2924.10, 2924.11, and 2924.18 shall apply  
40 only to a first lien mortgage or deed of trust that is secured by

1 owner-occupied residential real property containing no more than  
 2 four dwelling units.

3 (b) As used in this section, “owner-occupied” means that the  
 4 property is the principal residence of the borrower and is security  
 5 for a loan made for personal, family, or household purposes.

6 (c) This section shall become operative on January 1, 2023.

7 SEC. 13. Title 19 (commencing with Section 3273.01) is added  
 8 to Part 4 of Division 3 of the Civil Code, to read:

9  
 10 TITLE 19. COVID-19 SMALL LANDLORD AND  
 11 HOMEOWNER RELIEF ACT

12  
 13 CHAPTER 1. TITLE AND DEFINITIONS

14  
 15 3273.01. This title is known, and may be cited, as the  
 16 “COVID-19 Small Landlord and Homeowner Relief Act of 2020.”

17 3273.1. For purposes of this title:

18 (a) (1) “Borrower” means any of the following:

19 (A) A natural person who is a mortgagor or trustor or a  
 20 confirmed successor in interest, as defined in Section 1024.31 of  
 21 Title 12 of the Code of Federal Regulations.

22 (B) An entity other than a natural person only if the secured  
 23 property contains no more than four dwelling units and is currently  
 24 occupied by one or more residential tenants.

25 (2) “Borrower” shall not include an individual who has  
 26 surrendered the secured property as evidenced by either a letter  
 27 confirming the surrender or delivery of the keys to the property to  
 28 the mortgagee, trustee, beneficiary, or authorized agent.

29 (3) Unless the property securing the mortgage contains one or  
 30 more deed-restricted affordable housing units or one or more  
 31 affordable housing units subject to a regulatory restriction limiting  
 32 rental rates that is contained in an agreement with a government  
 33 agency, the following mortgagors shall not be considered a  
 34 “borrower”:

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

37 (B) A corporation.

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

1 (4) “Borrower” shall also mean a person who holds a power  
2 of attorney for a borrower described in paragraph (1).

3 (b) “Effective time period” means the time period between the  
4 operational date of this title and April 1, 2021.

5 (c) (1) “Mortgage servicer” or “lienholder” means a person  
6 or entity who directly services a loan or who is responsible for  
7 interacting with the borrower, managing the loan account on a  
8 daily basis, including collecting and crediting periodic loan  
9 payments, managing any escrow account, or enforcing the note  
10 and security instrument, either as the current owner of the  
11 promissory note or as the current owner’s authorized agent.

12 (2) “Mortgage servicer” or “lienholder” also means a  
13 subservicing agent to a master servicer by contract.

14 (3) “Mortgage servicer” shall not include a trustee, or a  
15 trustee’s authorized agent, acting under a power of sale pursuant  
16 to a deed of trust.

17 3273.2. (a) The provisions of this title apply to a mortgage or  
18 deed of trust that is secured by residential property containing no  
19 more than four dwelling units, including individual units of  
20 condominiums or cooperatives, and that was outstanding as of the  
21 enactment date of this title.

22 (b) The provisions of this title shall apply to a depository  
23 institution chartered under federal or state law, a person covered  
24 by the licensing requirements of Division 9 (commencing with  
25 Section 22000) or Division 20 (commencing with Section 50000)  
26 of the Financial Code, or a person licensed pursuant to Part 1  
27 (commencing with Section 10000) of Division 4 of the Business  
28 and Professions Code.

29  
30 CHAPTER 2. MORTGAGES

31  
32 3273.10. (a) If a mortgage servicer denies a forbearance  
33 request made during the effective time period, the mortgage  
34 servicer shall provide written notice to the borrower that sets forth  
35 the specific reason or reasons that forbearance was not provided,  
36 if both of the following conditions are met:

37 (1) The borrower was current on payment as of February 1,  
38 2020.

39 (2) The borrower is experiencing a financial hardship that  
40 prevents the borrower from making timely payments on the

1 mortgage obligation due, directly or indirectly, to the COVID-19  
2 emergency.

3 (b) If the written notice in subdivision (a) cites any defect in the  
4 borrower's request, including an incomplete application or missing  
5 information, that is curable, the mortgage servicer shall do all of  
6 the following:

7 (1) Specifically identify any curable defect in the written notice.

8 (2) Provide 21 days from the mailing date of the written notice  
9 for the borrower to cure any identified defect.

10 (3) Accept receipt of the borrower's revised request for  
11 forbearance before the aforementioned 21-day period lapses.

12 (4) Respond to the borrower's revised request within five  
13 business days of receipt of the revised request.

14 (c) If a mortgage servicer denies a forbearance request, the  
15 declaration required by subdivision (b) of Section 2923.5 shall  
16 include the written notice together with a statement as to whether  
17 forbearance was or was not subsequently provided.

18 (d) A mortgage servicer, mortgagee, or beneficiary of the deed  
19 of trust, or an authorized agent thereof, who, with respect to a  
20 borrower of a federally backed mortgage, complies with the  
21 relevant provisions regarding forbearance in Section 4022 of the  
22 federal Coronavirus Aid, Relief, and Economic Security Act (the  
23 CARES Act) (Public Law 116-136), including any amendments or  
24 revisions to those provisions, shall be deemed to be in compliance  
25 with this section. A mortgage servicer of a nonfederally backed  
26 mortgage that provides forbearance that is consistent with the  
27 requirements of the CARES Act for federally backed mortgages  
28 shall be deemed to be in compliance with this section.

29 3273.11. (a) A mortgage servicer shall comply with applicable  
30 federal guidance regarding borrower options following a  
31 COVID-19 related forbearance.

32 (b) Any mortgage servicer, mortgagee, or beneficiary of the  
33 deed of trust, or authorized agent thereof, who, with respect to a  
34 borrower of a federally backed loan, complies with the guidance  
35 to mortgagees regarding borrower options following a  
36 COVID-19-related forbearance provided by the Federal National  
37 Mortgage Association (Fannie Mae), the Federal Home Loan  
38 Mortgage Corporation (Freddie Mac), the Federal Housing  
39 Administration of the United States Department of Housing and  
40 Urban Development, the United States Department of Veterans

1 *Affairs, or the Rural Development division of the United States*  
2 *Department of Agriculture, including any amendments, updates,*  
3 *or revisions to that guidance, shall be deemed to be in compliance*  
4 *with this section.*

5 *(c) With respect to a nonfederally backed loan, any mortgage*  
6 *servicer, mortgagee, or beneficiary of the deed of trust, or*  
7 *authorized agent thereof, who, regarding borrower options*  
8 *following a COVID-19 related forbearance, reviews a customer*  
9 *for a solution that is consistent with the guidance to servicers,*  
10 *mortgagees, or beneficiaries provided by Fannie Mae, Freddie*  
11 *Mac, the Federal Housing Administration of the Department of*  
12 *Housing and Urban Development, the Department of Veterans*  
13 *Affairs, or the Rural Development division of the Department of*  
14 *Agriculture, including any amendments, updates or revisions to*  
15 *such guidance, shall be deemed to be in compliance with this*  
16 *section.*

17 *3273.12. It is the intent of the Legislature that a mortgage*  
18 *servicer offer a borrower a postforbearance loss mitigation option*  
19 *that is consistent with the mortgage servicer's contractual or other*  
20 *authority.*

21 *3273.14. A mortgage servicer shall communicate about*  
22 *forbearance and postforbearance options described in this article*  
23 *in the borrower's preferred language when the mortgage servicer*  
24 *regularly communicates with any borrower in that language.*

25 *3273.15. (a) A borrower who is harmed by a material violation*  
26 *of this title may bring an action to obtain injunctive relief,*  
27 *damages, restitution, and any other remedy to redress the violation.*

28 *(b) A court may award a prevailing borrower reasonable*  
29 *attorney's fees and costs in any action based on any violation of*  
30 *this title in which injunctive relief against a sale, including a*  
31 *temporary restraining order, is granted. A court may award a*  
32 *prevailing borrower reasonable attorney's fees and costs in an*  
33 *action for a violation of this article in which relief is granted but*  
34 *injunctive relief against a sale is not granted.*

35 *(c) The rights, remedies, and procedures provided to borrowers*  
36 *by this section are in addition to and independent of any other*  
37 *rights, remedies, or procedures under any other law. This section*  
38 *shall not be construed to alter, limit, or negate any other rights,*  
39 *remedies, or procedures provided to borrowers by law.*

1 3273.16. Any waiver by a borrower of the provisions of this  
2 article is contrary to public policy and shall be void.

3 SEC. 14. Section 116.223 is added to the Code of Civil  
4 Procedure, to read:

5 116.223. (a) The Legislature hereby finds and declares as  
6 follows:

7 (1) There is anticipated to be an unprecedented number of  
8 claims arising out of nonpayment of residential rent that occurred  
9 between March 1, 2020, and January 31, 2021, related to the  
10 COVID-19 pandemic.

11 (2) These disputes are of special importance to the parties and  
12 of significant social and economic consequence collectively as the  
13 people of the State of California grapple with the health, economic,  
14 and social impacts of the COVID-19 pandemic.

15 (3) It is essential that the parties have access to a judicial forum  
16 to resolve these disputes expeditiously, inexpensively, and fairly.

17 (4) It is the intent of the Legislature that landlords of residential  
18 real property and their tenants have the option to litigate disputes  
19 regarding rent which is unpaid for the time period between March  
20 1, 2020, and January 31, 2021, in the small claims court. It is the  
21 intent of the Legislature that the jurisdictional limits of the small  
22 claims court not apply to these disputes over COVID-19 rental  
23 debt.

24 (b) (1) Notwithstanding paragraph (1) of subdivision (a) Section  
25 116.220, Section 116.221, or any other law, the small claims court  
26 has jurisdiction in any action for recovery of COVID-19 rental  
27 debt, as defined in Section 1179.02, and any defenses thereto,  
28 regardless of the amount demanded.

29 (2) In an action described in paragraph (1), the court shall  
30 reduce the damages awarded for any amount of COVID-19 rental  
31 debt sought by payments made to the landlord to satisfy the  
32 COVID-19 rental debt, including payments by the tenant, rental  
33 assistance programs, or another third party pursuant to paragraph  
34 (3) of subdivision (a) of Section 1947.3 of the Civil Code.

35 (3) An action to recover COVID-19 rental debt, as defined in  
36 Section 1179.02, brought pursuant to this subdivision shall not be  
37 commenced before March 1, 2021.

38 (c) Any claim for recovery of COVID-19 rental debt, as defined  
39 in Section 1179.02, shall not be subject to Section 116.231,  
40 notwithstanding the fact that a landlord of residential rental

1 *property may have brought two or more small claims actions in*  
2 *which the amount demanded exceeded two thousand five hundred*  
3 *dollars (\$2,500) in any calendar year.*

4 *(d) This section shall remain in effect until February 1, 2025,*  
5 *and as of that date is repealed.*

6 *SEC. 15. Section 1161 of the Code of Civil Procedure is*  
7 *amended to read:*

8 1161. A tenant of real property, for a term less than life, or the  
9 executor or administrator of ~~his or her~~ *the tenant's* estate heretofore  
10 qualified and now acting or hereafter to be qualified and act, is  
11 guilty of unlawful detainer:

12 1. When ~~he or she~~ *the tenant* continues in possession, in person  
13 or by subtenant, of the property, or any part thereof, after the  
14 expiration of the term for which it is let to ~~him or her~~; *the tenant*;  
15 provided the expiration is of a nondefault nature however brought  
16 about without the permission of ~~his or her~~ *the* landlord, or the  
17 successor in estate of ~~his or her~~ *the* landlord, if applicable;  
18 including the case where the person to be removed became the  
19 occupant of the premises as a servant, employee, agent, or licensee  
20 and the relation of master and servant, or employer and employee,  
21 or principal and agent, or licensor and licensee, has been lawfully  
22 terminated or the time fixed for occupancy by the agreement  
23 between the parties has expired; but nothing in this subdivision  
24 shall be construed as preventing the removal of the occupant in  
25 any other lawful manner; but in case of a tenancy at will, it ~~must~~  
26 *shall* first be terminated by notice, as prescribed in the Civil Code.

27 2. When ~~he or she~~ *the tenant* continues in possession, in person  
28 or by subtenant, without the permission of ~~his or her~~ *the* landlord,  
29 or the successor in estate of ~~his or her~~ *the* landlord, if applicable,  
30 after default in the payment of rent, pursuant to the lease or  
31 agreement under which the property is held, and three days' notice,  
32 excluding Saturdays and Sundays and other judicial holidays, in  
33 writing, requiring its payment, stating the amount ~~which~~ *that* is  
34 due, the name, telephone number, and address of the person to  
35 whom the rent payment shall be made, and, if payment may be  
36 made personally, the usual days and hours that person will be  
37 available to receive the payment (provided that, if the address does  
38 not allow for personal delivery, then it shall be conclusively  
39 presumed that upon the mailing of any rent or notice to the owner  
40 by the tenant to the name and address provided, the notice or rent

1 is deemed received by the owner on the date posted, if the tenant  
2 can show proof of mailing to the name and address provided by  
3 the owner), or the number of an account in a financial institution  
4 into which the rental payment may be made, and the name and  
5 street address of the institution (provided that the institution is  
6 located within five miles of the rental property), or if an electronic  
7 funds transfer procedure has been previously established, that  
8 payment may be made pursuant to that procedure, or possession  
9 of the property, shall have been served upon ~~him or her~~ *the tenant*  
10 and if there is a subtenant in actual occupation of the premises,  
11 also upon the subtenant.

12 The notice may be served at any time within one year after the  
13 rent becomes due. In all cases of tenancy upon agricultural lands,  
14 ~~where~~ *if* the tenant has held over and retained possession for more  
15 than 60 days after the expiration of the term without any demand  
16 of possession or notice to quit by the landlord or the successor in  
17 estate of ~~his or her~~ *the* landlord, if applicable, ~~he or she~~ *the tenant*  
18 shall be deemed to be holding by permission of the landlord or  
19 successor in estate of ~~his or her~~ *the* landlord, if applicable, and  
20 shall be entitled to hold under the terms of the lease for another  
21 full year, and shall not be guilty of an unlawful detainer during  
22 that year, and the holding over for that period shall be taken and  
23 construed as a consent on the part of a tenant to hold for another  
24 year.

25 *An unlawful detainer action under this paragraph shall be*  
26 *subject to the COVID-19 Tenant Relief Act of 2020 (Chapter 5*  
27 *(commencing with Section 1179.01)) if the default in the payment*  
28 *of rent is based upon the COVID-19 rental debt.*

29 3. When ~~he or she~~ *the tenant* continues in possession, in person  
30 or by subtenant, after a neglect or failure to perform other  
31 conditions or covenants of the lease or agreement under which the  
32 property is held, including any covenant not to assign or sublet,  
33 than the one for the payment of rent, and three days' notice,  
34 excluding Saturdays and Sundays and other judicial holidays, in  
35 writing, requiring the performance of ~~such~~ *those* conditions or  
36 covenants, or the possession of the property, shall have been served  
37 upon ~~him or her~~, *the tenant*, and if there is a subtenant in actual  
38 occupation of the premises, also, upon the subtenant. Within three  
39 days, excluding Saturdays and Sundays and other judicial holidays,  
40 after the service of the notice, the tenant, or any subtenant in actual



1 occupation of the premises, or any mortgagee of the term, or other  
2 person interested in its continuance, may perform the conditions  
3 or covenants of the lease or pay the stipulated rent, as the case may  
4 be, and thereby save the lease from forfeiture; provided, if the  
5 conditions and covenants of the lease, violated by the lessee, cannot  
6 afterward be performed, then no notice, as last prescribed herein,  
7 need be given to the lessee or ~~his or her~~ *the* subtenant, demanding  
8 the performance of the violated conditions or covenants of the  
9 lease.

10 A tenant may take proceedings, similar to those prescribed in  
11 this chapter, to obtain possession of the premises let to a subtenant  
12 or held by a servant, employee, agent, or licensee, in case of ~~his~~  
13 ~~or her~~ *that person's* unlawful detention of the premises underlet  
14 to ~~him or her~~ or held by ~~him or her~~. *that person*.

15 *An unlawful detainer action under this paragraph shall be*  
16 *subject to the COVID-19 Tenant Relief Act of 2020 (Chapter 5*  
17 *(commencing with Section 1179.01)) if the neglect or failure to*  
18 *perform other conditions or covenants of the lease or agreement*  
19 *is based upon the COVID-19 rental debt.*

20 4. Any tenant, subtenant, or executor or administrator of ~~his or~~  
21 ~~her~~ *that person's* estate heretofore qualified and now acting, or  
22 hereafter to be qualified and act, assigning or subletting or  
23 committing waste upon the demised premises, contrary to the  
24 conditions or covenants of ~~his or her~~ *the* lease, or maintaining,  
25 committing, or permitting the maintenance or commission of a  
26 nuisance upon the demised premises or using the premises for an  
27 unlawful purpose, thereby terminates the lease, and the landlord,  
28 or ~~his or her~~ *the landlord's* successor in estate, shall upon service  
29 of three days' notice to quit upon the person or persons in  
30 possession, be entitled to restitution of possession of the demised  
31 premises under this chapter. For purposes of this subdivision, a  
32 person who commits or maintains a public nuisance as described  
33 in Section 3482.8 of the Civil Code, or who commits an offense  
34 described in subdivision (c) of Section 3485 of the Civil Code, or  
35 subdivision (c) of Section 3486 of the Civil Code, or uses the  
36 premises to further the purpose of that offense shall be deemed to  
37 have committed a nuisance upon the premises.

38 5. When ~~he or she~~ *the tenant* gives written notice as provided  
39 in Section 1946 of the Civil Code of ~~his or her~~ *the tenant's*  
40 intention to terminate the hiring of the real property, or makes a

1 written offer to surrender which is accepted in writing by the  
2 landlord, but fails to deliver possession at the time specified in  
3 that written notice, without the permission of ~~his or her~~ *the*  
4 landlord, or the successor in estate of the landlord, if applicable.

5 *As*

6 6. ~~As used in this section, tenant includes any person who hires~~  
7 ~~real property except those persons whose occupancy is described~~  
8 ~~in subdivision (b) of Section 1940 of the Civil Code.~~ *section:*

9 “COVID-19 rental debt” has the same meaning as defined in  
10 Section 1179.02.

11 “Tenant” includes any person who hires real property except  
12 those persons whose occupancy is described in subdivision (b) of  
13 Section 1940 of the Civil Code.

14 7. This section shall remain in effect until February 1, 2025,  
15 and as of that date is repealed.

16 SEC. 16. Section 1161 is added to the Code of Civil Procedure,  
17 to read:

18 1161. A tenant of real property, for a term less than life, or the  
19 executor or administrator of the tenant’s estate heretofore qualified  
20 and now acting or hereafter to be qualified and act, is guilty of  
21 unlawful detainer:

22 1. When the tenant continues in possession, in person or by  
23 subtenant, of the property, or any part thereof, after the expiration  
24 of the term for which it is let to the tenant; provided the expiration  
25 is of a nondefault nature however brought about without the  
26 permission of the landlord, or the successor in estate of the  
27 landlord, if applicable; including the case where the person to be  
28 removed became the occupant of the premises as a servant,  
29 employee, agent, or licensee and the relation of master and servant,  
30 or employer and employee, or principal and agent, or licensor  
31 and licensee, has been lawfully terminated or the time fixed for  
32 occupancy by the agreement between the parties has expired; but  
33 nothing in this subdivision shall be construed as preventing the  
34 removal of the occupant in any other lawful manner; but in case  
35 of a tenancy at will, it shall first be terminated by notice, as  
36 prescribed in the Civil Code.

37 2. When the tenant continues in possession, in person or by  
38 subtenant, without the permission of the landlord, or the successor  
39 in estate of the landlord, if applicable, after default in the payment  
40 of rent, pursuant to the lease or agreement under which the

1 *property is held, and three days' notice, excluding Saturdays and*  
2 *Sundays and other judicial holidays, in writing, requiring its*  
3 *payment, stating the amount that is due, the name, telephone*  
4 *number, and address of the person to whom the rent payment shall*  
5 *be made, and, if payment may be made personally, the usual days*  
6 *and hours that person will be available to receive the payment*  
7 *(provided that, if the address does not allow for personal delivery,*  
8 *then it shall be conclusively presumed that upon the mailing of*  
9 *any rent or notice to the owner by the tenant to the name and*  
10 *address provided, the notice or rent is deemed received by the*  
11 *owner on the date posted, if the tenant can show proof of mailing*  
12 *to the name and address provided by the owner), or the number*  
13 *of an account in a financial institution into which the rental*  
14 *payment may be made, and the name and street address of the*  
15 *institution (provided that the institution is located within five miles*  
16 *of the rental property), or if an electronic funds transfer procedure*  
17 *has been previously established, that payment may be made*  
18 *pursuant to that procedure, or possession of the property, shall*  
19 *have been served upon the tenant and if there is a subtenant in*  
20 *actual occupation of the premises, also upon the subtenant.*

21 *The notice may be served at any time within one year after the*  
22 *rent becomes due. In all cases of tenancy upon agricultural lands,*  
23 *if the tenant has held over and retained possession for more than*  
24 *60 days after the expiration of the term without any demand of*  
25 *possession or notice to quit by the landlord or the successor in*  
26 *estate of the landlord, if applicable, the tenant shall be deemed to*  
27 *be holding by permission of the landlord or successor in estate of*  
28 *the landlord, if applicable, and shall be entitled to hold under the*  
29 *terms of the lease for another full year, and shall not be guilty of*  
30 *an unlawful detainer during that year, and the holding over for*  
31 *that period shall be taken and construed as a consent on the part*  
32 *of a tenant to hold for another year.*

33 *3. When the tenant continues in possession, in person or by*  
34 *subtenant, after a neglect or failure to perform other conditions*  
35 *or covenants of the lease or agreement under which the property*  
36 *is held, including any covenant not to assign or sublet, than the*  
37 *one for the payment of rent, and three days' notice, excluding*  
38 *Saturdays and Sundays and other judicial holidays, in writing,*  
39 *requiring the performance of those conditions or covenants, or*  
40 *the possession of the property, shall have been served upon the*

1 tenant, and if there is a subtenant in actual occupation of the  
2 premises, also, upon the subtenant. Within three days, excluding  
3 Saturdays and Sundays and other judicial holidays, after the  
4 service of the notice, the tenant, or any subtenant in actual  
5 occupation of the premises, or any mortgagee of the term, or other  
6 person interested in its continuance, may perform the conditions  
7 or covenants of the lease or pay the stipulated rent, as the case  
8 may be, and thereby save the lease from forfeiture; provided, if  
9 the conditions and covenants of the lease, violated by the lessee,  
10 cannot afterward be performed, then no notice, as last prescribed  
11 herein, need be given to the lessee or the subtenant, demanding  
12 the performance of the violated conditions or covenants of the  
13 lease.

14 A tenant may take proceedings, similar to those prescribed in  
15 this chapter, to obtain possession of the premises let to a subtenant  
16 or held by a servant, employee, agent, or licensee, in case of that  
17 person's unlawful detention of the premises underlet to or held by  
18 that person.

19 4. Any tenant, subtenant, or executor or administrator of that  
20 person's estate heretofore qualified and now acting, or hereafter  
21 to be qualified and act, assigning or subletting or committing waste  
22 upon the demised premises, contrary to the conditions or covenants  
23 of the lease, or maintaining, committing, or permitting the  
24 maintenance or commission of a nuisance upon the demised  
25 premises or using the premises for an unlawful purpose, thereby  
26 terminates the lease, and the landlord, or the landlord's successor  
27 in estate, shall upon service of three days' notice to quit upon the  
28 person or persons in possession, be entitled to restitution of  
29 possession of the demised premises under this chapter. For  
30 purposes of this subdivision, a person who commits or maintains  
31 a public nuisance as described in Section 3482.8 of the Civil Code,  
32 or who commits an offense described in subdivision (c) of Section  
33 3485 of the Civil Code, or subdivision (c) of Section 3486 of the  
34 Civil Code, or uses the premises to further the purpose of that  
35 offense shall be deemed to have committed a nuisance upon the  
36 premises.

37 5. When the tenant gives written notice as provided in Section  
38 1946 of the Civil Code of the tenant's intention to terminate the  
39 hiring of the real property, or makes a written offer to surrender  
40 which is accepted in writing by the landlord, but fails to deliver

1 *possession at the time specified in that written notice, without the*  
2 *permission of the landlord, or the successor in estate of the*  
3 *landlord, if applicable.*

4 *6. As used in this section, “tenant” includes any person who*  
5 *hires real property except those persons whose occupancy is*  
6 *described in subdivision (b) of Section 1940 of the Civil Code.*

7 *7. This section shall become operative on February 1, 2025.*

8 *SEC. 17. Section 1161.2 of the Code of Civil Procedure is*  
9 *amended to read:*

10 1161.2. (a) (1) The clerk shall allow access to limited civil  
11 case records filed under this chapter, including the court file, index,  
12 and register of actions, only as follows:

13 (A) To a party to the action, including a party’s attorney.

14 (B) To a person who provides the clerk with the names of at  
15 least one plaintiff and one defendant and the address of the  
16 premises, including the apartment or unit number, if any.

17 (C) To a resident of the premises who provides the clerk with  
18 the name of one of the parties or the case number and shows proof  
19 of residency.

20 (D) To a person by order of the court, which may be granted ex  
21 parte, on a showing of good cause.

22 (E) ~~To~~ Except as provided in subparagraph (G), to any person  
23 by order of the court if judgment is entered for the plaintiff after  
24 trial more than 60 days since the filing of the complaint. The court  
25 shall issue the order upon issuing judgment for the plaintiff.

26 (F) Except as provided in subparagraph (G), to any other person  
27 60 days after the complaint has been filed if the plaintiff prevails  
28 in the action within 60 days of the filing of the complaint, in which  
29 case the clerk shall allow access to any court records in the action.  
30 If a default or default judgment is set aside more than 60 days after  
31 the complaint has been filed, this section shall apply as if the  
32 complaint had been filed on the date the default or default judgment  
33 is set aside.

34 (G) (i) In the case of a complaint involving residential property  
35 based on Section 1161a as indicated in the caption of the complaint,  
36 as required in subdivision (c) of Section 1166, to any other person,  
37 if 60 days have elapsed since the complaint was filed with the  
38 court, and, as of that date, judgment against all defendants has  
39 been entered for the plaintiff, after a trial.

1 (ii) Subparagraphs (E) and (F) shall not apply if the plaintiff  
2 filed the action between March 4, 2020, and January 31, 2021,  
3 and the action is based on an alleged default in the payment of  
4 rent.

5 (2) This section shall not be construed to prohibit the court from  
6 issuing an order that bars access to the court record in an action  
7 filed under this chapter if the parties to the action so stipulate.

8 (b) (1) For purposes of this section, “good cause” includes, but  
9 is not limited to, both of the following:

10 (A) The gathering of newsworthy facts by a person described  
11 in Section 1070 of the Evidence Code.

12 (B) The gathering of evidence by a party to an unlawful detainer  
13 action solely for the purpose of making a request for judicial notice  
14 pursuant to subdivision (d) of Section 452 of the Evidence Code.

15 (2) It is the intent of the Legislature that a simple procedure be  
16 established to request the ex parte order described in subparagraph  
17 (D) of paragraph (1) of subdivision (a).

18 (c) Upon the filing of a case so restricted, the court clerk shall  
19 mail notice to each defendant named in the action. The notice shall  
20 be mailed to the address provided in the complaint. The notice  
21 shall contain a statement that an unlawful detainer complaint  
22 (eviction action) has been filed naming that party as a defendant,  
23 and that access to the court file will be delayed for 60 days except  
24 to a party, an attorney for one of the parties, or any other person  
25 who (1) provides to the clerk the names of at least one plaintiff  
26 and one defendant in the action and provides to the clerk the  
27 address, including any applicable apartment, unit, or space number,  
28 of the subject premises, or (2) provides to the clerk the name of  
29 one of the parties in the action or the case number and can establish  
30 through proper identification that ~~he or she~~ *the person* lives at the  
31 subject premises. The notice shall also contain a statement that  
32 access to the court index, register of actions, or other records is  
33 not permitted until 60 days after the complaint is filed, except  
34 pursuant to an order upon a showing of good cause for access. The  
35 notice shall contain on its face the following information:

36 (1) The name and telephone number of the county bar  
37 association.

38 (2) The name and telephone number of any entity that requests  
39 inclusion on the notice and demonstrates to the satisfaction of the  
40 court that it has been certified by the State Bar of California as a

1 lawyer referral service and maintains a panel of attorneys qualified  
2 in the practice of landlord-tenant law pursuant to the minimum  
3 standards for a lawyer referral service established by the State Bar  
4 of California and Section 6155 of the Business and Professions  
5 Code.

6 (3) The following statement:

7  
8 “The State Bar of California certifies lawyer referral services in  
9 California and publishes a list of certified lawyer referral services  
10 organized by county. To locate a lawyer referral service in your  
11 county, go to the State Bar’s ~~Internet Web site~~ *internet website* at  
12 [www.calbar.ca.gov](http://www.calbar.ca.gov) or call 1-866-442-2529.”  
13

14 (4) The name and telephone number of an office or offices  
15 funded by the federal Legal Services Corporation or qualified legal  
16 services projects that receive funds distributed pursuant to Section  
17 6216 of the Business and Professions Code that provide legal  
18 services to low-income persons in the county in which the action  
19 is filed. The notice shall state that these telephone numbers may  
20 be called for legal advice regarding the case. The notice shall be  
21 issued between 24 and 48 hours of the filing of the complaint,  
22 excluding weekends and holidays. One copy of the notice shall be  
23 addressed to “all occupants” and mailed separately to the subject  
24 premises. The notice shall not constitute service of the summons  
25 and complaint.

26 (d) Notwithstanding any other law, the court shall charge an  
27 additional fee of fifteen dollars (\$15) for filing a first appearance  
28 by the plaintiff. This fee shall be added to the uniform filing fee  
29 for actions filed under this chapter.

30 (e) This section does not apply to a case that seeks to terminate  
31 a mobilehome park tenancy if the statement of the character of the  
32 proceeding in the caption of the complaint clearly indicates that  
33 the complaint seeks termination of a mobilehome park tenancy.

34 (f) This section does not alter any provision of the Evidence  
35 Code.

36 (g) *This section shall remain in effect until February 1, 2021,*  
37 *and as of that date is repealed.*

38 *SEC. 18. Section 1161.2 is added to the Code of Civil*  
39 *Procedure, to read:*

1 1161.2. (a) (1) *The clerk shall allow access to limited civil*  
2 *case records filed under this chapter, including the court file,*  
3 *index, and register of actions, only as follows:*

4 (A) *To a party to the action, including a party's attorney.*

5 (B) *To a person who provides the clerk with the names of at*  
6 *least one plaintiff and one defendant and the address of the*  
7 *premises, including the apartment or unit number, if any.*

8 (C) *To a resident of the premises who provides the clerk with*  
9 *the name of one of the parties or the case number and shows proof*  
10 *of residency.*

11 (D) *To a person by order of the court, which may be granted*  
12 *ex parte, on a showing of good cause.*

13 (E) *To any person by order of the court if judgment is entered*  
14 *for the plaintiff after trial more than 60 days since the filing of the*  
15 *complaint. The court shall issue the order upon issuing judgment*  
16 *for the plaintiff.*

17 (F) *Except as provided in subparagraph (G), to any other person*  
18 *60 days after the complaint has been filed if the plaintiff prevails*  
19 *in the action within 60 days of the filing of the complaint, in which*  
20 *case the clerk shall allow access to any court records in the action.*  
21 *If a default or default judgment is set aside more than 60 days*  
22 *after the complaint has been filed, this section shall apply as if the*  
23 *complaint had been filed on the date the default or default judgment*  
24 *is set aside.*

25 (G) *In the case of a complaint involving residential property*  
26 *based on Section 1161a as indicated in the caption of the*  
27 *complaint, as required in subdivision (c) of Section 1166, to any*  
28 *other person, if 60 days have elapsed since the complaint was filed*  
29 *with the court, and, as of that date, judgment against all defendants*  
30 *has been entered for the plaintiff, after a trial.*

31 (2) *This section shall not be construed to prohibit the court from*  
32 *issuing an order that bars access to the court record in an action*  
33 *filed under this chapter if the parties to the action so stipulate.*

34 (b) (1) *For purposes of this section, "good cause" includes,*  
35 *but is not limited to, both of the following:*

36 (A) *The gathering of newsworthy facts by a person described*  
37 *in Section 1070 of the Evidence Code.*

38 (B) *The gathering of evidence by a party to an unlawful detainer*  
39 *action solely for the purpose of making a request for judicial notice*  
40 *pursuant to subdivision (d) of Section 452 of the Evidence Code.*



1 (2) *It is the intent of the Legislature that a simple procedure be*  
2 *established to request the ex parte order described in subparagraph*  
3 *(D) of paragraph (1) of subdivision (a).*

4 (c) *Upon the filing of a case so restricted, the court clerk shall*  
5 *mail notice to each defendant named in the action. The notice shall*  
6 *be mailed to the address provided in the complaint. The notice*  
7 *shall contain a statement that an unlawful detainer complaint*  
8 *(eviction action) has been filed naming that party as a defendant,*  
9 *and that access to the court file will be delayed for 60 days except*  
10 *to a party, an attorney for one of the parties, or any other person*  
11 *who (1) provides to the clerk the names of at least one plaintiff*  
12 *and one defendant in the action and provides to the clerk the*  
13 *address, including any applicable apartment, unit, or space*  
14 *number, of the subject premises, or (2) provides to the clerk the*  
15 *name of one of the parties in the action or the case number and*  
16 *can establish through proper identification that the person lives*  
17 *at the subject premises. The notice shall also contain a statement*  
18 *that access to the court index, register of actions, or other records*  
19 *is not permitted until 60 days after the complaint is filed, except*  
20 *pursuant to an order upon a showing of good cause for access.*  
21 *The notice shall contain on its face the following information:*

22 (1) *The name and telephone number of the county bar*  
23 *association.*

24 (2) *The name and telephone number of any entity that requests*  
25 *inclusion on the notice and demonstrates to the satisfaction of the*  
26 *court that it has been certified by the State Bar of California as a*  
27 *lawyer referral service and maintains a panel of attorneys qualified*  
28 *in the practice of landlord-tenant law pursuant to the minimum*  
29 *standards for a lawyer referral service established by the State*  
30 *Bar of California and Section 6155 of the Business and Professions*  
31 *Code.*

32 (3) *The following statement:*

33 *“The State Bar of California certifies lawyer referral services*  
34 *in California and publishes a list of certified lawyer referral*  
35 *services organized by county. To locate a lawyer referral service*  
36 *in your county, go to the State Bar’s internet website at*  
37 *www.calbar.ca.gov or call 1-866-442-2529.”*

38 (4) *The name and telephone number of an office or offices*  
39 *funded by the federal Legal Services Corporation or qualified*  
40 *legal services projects that receive funds distributed pursuant to*

1 Section 6216 of the Business and Professions Code that provide  
2 legal services to low-income persons in the county in which the  
3 action is filed. The notice shall state that these telephone numbers  
4 may be called for legal advice regarding the case. The notice shall  
5 be issued between 24 and 48 hours of the filing of the complaint,  
6 excluding weekends and holidays. One copy of the notice shall be  
7 addressed to “all occupants” and mailed separately to the subject  
8 premises. The notice shall not constitute service of the summons  
9 and complaint.

10 (d) Notwithstanding any other law, the court shall charge an  
11 additional fee of fifteen dollars (\$15) for filing a first appearance  
12 by the plaintiff. This fee shall be added to the uniform filing fee  
13 for actions filed under this chapter.

14 (e) This section does not apply to a case that seeks to terminate  
15 a mobilehome park tenancy if the statement of the character of the  
16 proceeding in the caption of the complaint clearly indicates that  
17 the complaint seeks termination of a mobilehome park tenancy.

18 (f) This section does not alter any provision of the Evidence  
19 Code.

20 (g) This section shall become operative on February 1, 2021.

21 SEC. 19. Section 1161.2.5 is added to the Code of Civil  
22 Procedure, to read:

23 1161.2.5. (a) (1) Except as provided in Section 1161.2, the  
24 clerk shall allow access to civil case records for actions seeking  
25 recovery of COVID-19 rental debt, as defined in Section 1179.02,  
26 including the court file, index, and register of actions, only as  
27 follows:

28 (A) To a party to the action, including a party’s attorney.

29 (B) To a person who provides the clerk with the names of at  
30 least one plaintiff and one defendant.

31 (C) To a resident of the premises for which the COVID-19 rental  
32 debt is owed who provides the clerk with the name of one of the  
33 parties or the case number and shows proof of residency.

34 (D) To a person by order of the court, which may be granted  
35 ex parte, on a showing of good cause.

36 (2) To give the court notice that access to the records in an  
37 action is limited, any complaint or responsive pleading in a case  
38 subject to this section shall include on either the first page of the  
39 pleading or a cover page, the phrase “ACTION FOR RECOVERY

1 *OF COVID-19 RENTAL DEBT AS DEFINED UNDER SECTION*  
2 *1179.02” in bold, capital letters, in 12 point or larger font.*

3 (b) (1) *For purposes of this section, “good cause” includes,*  
4 *but is not limited to, both of the following:*

5 (A) *The gathering of newsworthy facts by a person described*  
6 *in Section 1070 of the Evidence Code.*

7 (B) *The gathering of evidence by a party to a civil action solely*  
8 *for the purpose of making a request for judicial notice pursuant*  
9 *to subdivision (d) of Section 452 of the Evidence Code.*

10 (2) *It is the intent of the Legislature that a simple procedure be*  
11 *established to request the ex parte order described in subparagraph*  
12 *(D) of paragraph (1) of subdivision (a).*

13 (c) *This section does not alter any provision of the Evidence*  
14 *Code.*

15 (d) *This section shall remain in effect until February 1, 2021,*  
16 *and as of that date is repealed.*

17 SEC. 20. *Chapter 5 (commencing with Section 1179.01) is*  
18 *added to Title 3 of Part 3 of the Code of Civil Procedure, to read:*

19

20 *CHAPTER 5. COVID-19 TENANT RELIEF ACT OF 2020*

21

22 *1179.01. This chapter is known, and may be cited, as the*  
23 *COVID-19 Tenant Relief Act of 2020.*

24 *1179.01.5. (a) It is the intent of the Legislature that the Judicial*  
25 *Council and the courts have adequate time to prepare to implement*  
26 *the new procedures resulting from this chapter, including educating*  
27 *and training judicial officers and staff.*

28 (b) *Notwithstanding any other law, before October 5, 2020, a*  
29 *court shall not do any of the following:*

30 (1) *Issue a summons on a complaint for unlawful detainer in*  
31 *any action that seeks possession of residential real property and*  
32 *that is based, in whole or in part, on nonpayment of rent or other*  
33 *charges.*

34 (2) *Enter a default or a default judgment for restitution in an*  
35 *unlawful detainer action that seeks possession of residential real*  
36 *property and that is based, in whole or in part, on nonpayment of*  
37 *rent or other charges.*

38 (c) (1) *A plaintiff in an unlawful detainer action shall file a*  
39 *cover sheet in the form specified in paragraph (2) that indicates*  
40 *both of the following:*

1 (A) Whether the action seeks possession of residential real  
2 property.

3 (B) If the action seeks possession of residential real property,  
4 whether the action is based, in whole or part, on an alleged default  
5 in payment of rent or other charges.

6 (2) The cover sheet specified in paragraph (1) shall be in the  
7 following form:

8 “UNLAWFUL DETAINER SUPPLEMENTAL COVER SHEET

9 1. This action seeks possession of real property that is:

10 a.  Residential

11 b.  Commercial

12 2. (Complete only if paragraph 1(a) is checked) This action is  
13 based, in whole or in part, on an alleged default in payment of  
14 rent or other charges.

15 a.  Yes

16 b.  No

17 Date: \_\_\_\_\_

18 -----

19 \_\_\_\_\_

20 Type Or Print Name Signature Of Party Or Attorney For Party”

21 (3) The cover sheet required by this subdivision shall be in  
22 addition to any civil case cover sheet or other form required by  
23 law, the California Rules of Court, or a local court rule.

24 (4) The Judicial Council may develop a form for mandatory use  
25 that includes the information in paragraph (2).

26 (d) This section does not prevent a court from issuing a summons  
27 or entering default in an unlawful detainer action that seeks  
28 possession of residential real property and that is not based, in  
29 whole or in part, on nonpayment of rent or other charges.

30 1179.02. For purposes of this chapter:

31 (a) “Covered time period” means the time period between  
32 March 1, 2020, and January 31, 2021.

33 (b) “COVID-19-related financial distress” means any of the  
34 following:

35 (1) Loss of income caused by the COVID-19 pandemic.

36 (2) Increased out-of-pocket expenses directly related to  
37 performing essential work during the COVID-19 pandemic.

38 (3) Increased expenses directly related to the health impact of  
39 the COVID-19 pandemic.

1     (4) *Childcare responsibilities or responsibilities to care for an*  
2 *elderly, disabled, or sick family member directly related to the*  
3 *COVID-19 pandemic that limit a tenant’s ability to earn income.*

4     (5) *Increased costs for childcare or attending to an elderly,*  
5 *disabled, or sick family member directly related to the COVID-19*  
6 *pandemic.*

7     (6) *Other circumstances related to the COVID-19 pandemic*  
8 *that have reduced a tenant’s income or increased a tenant’s*  
9 *expenses.*

10    (c) *“COVID-19 rental debt” means unpaid rent or any other*  
11 *unpaid financial obligation of a tenant under the tenancy that*  
12 *came due during the covered time period.*

13    (d) *“Declaration of COVID-19-related financial distress” means*  
14 *the following written statement:*

15     *I am currently unable to pay my rent or other financial*  
16 *obligations under the lease in full because of one or more of the*  
17 *following:*

18     1. *Loss of income caused by the COVID-19 pandemic.*

19     2. *Increased out-of-pocket expenses directly related to*  
20 *performing essential work during the COVID-19 pandemic.*

21     3. *Increased expenses directly related to health impacts of the*  
22 *COVID-19 pandemic.*

23     4. *Childcare responsibilities or responsibilities to care for an*  
24 *elderly, disabled, or sick family member directly related to the*  
25 *COVID-19 pandemic that limit my ability to earn income.*

26     5. *Increased costs for childcare or attending to an elderly,*  
27 *disabled, or sick family member directly related to the COVID-19*  
28 *pandemic.*

29     6. *Other circumstances related to the COVID-19 pandemic that*  
30 *have reduced my income or increased my expenses.*

31     *Any public assistance, including unemployment insurance,*  
32 *pandemic unemployment assistance, state disability insurance*  
33 *(SDI), or paid family leave, that I have received since the start of*  
34 *the COVID-19 pandemic does not fully make up for my loss of*  
35 *income and/or increased expenses.*

36     *Signed under penalty of perjury:*

37     *Dated:*

38    (e) *“Landlord” includes all of the following or the agent of any*  
39 *of the following:*

40     (1) *An owner of residential real property.*

- 1 (2) *An owner of a residential rental unit.*  
2 (3) *An owner of a mobilehome park.*  
3 (4) *An owner of a mobilehome park space or lot.*  
4 (f) *“Protected time period” means the time period between*  
5 *March 1, 2020, and August 31, 2020.*  
6 (g) *“Rental payment” means rent or any other financial*  
7 *obligation of a tenant under the tenancy.*  
8 (h) *“Tenant” means any natural person who hires real property*  
9 *except any of the following:*  
10 (1) *Tenants of commercial property, as defined in subdivision*  
11 *(c) of Section 1162 of the Civil Code.*  
12 (2) *Those persons whose occupancy is described in subdivision*  
13 *(b) of Section 1940 of the Civil Code.*  
14 (i) *“Transition time period” means the time period between*  
15 *September 1, 2020, and January 31, 2021.*  
16 1179.02.5. (a) *For purposes of this section:*  
17 (1) (A) *“High-income tenant” means a tenant with an annual*  
18 *household income of 130 percent of the median income, as*  
19 *published by the Department of Housing and Community*  
20 *Development in the Official State Income Limits for 2020, for the*  
21 *county in which the residential rental property is located.*  
22 (B) *For purposes of this paragraph, all lawful occupants of the*  
23 *residential rental unit, including minor children, shall be*  
24 *considered in determining household size.*  
25 (C) *“High-income tenant” shall not include a tenant with a*  
26 *household income of less than one hundred thousand dollars*  
27 *(\$100,000).*  
28 (2) *“Proof of income” means any of the following:*  
29 (A) *A tax return.*  
30 (B) *A W-2.*  
31 (C) *A written statement from a tenant’s employer that specifies*  
32 *the tenant’s income.*  
33 (D) *Pay stubs.*  
34 (E) *Documentation showing regular distributions from a trust,*  
35 *annuity, 401k, pension, or other financial instrument.*  
36 (F) *Documentation of court-ordered payments, including, but*  
37 *not limited to, spousal support or child support.*  
38 (G) *Documentation from a government agency showing receipt*  
39 *of public assistance benefits, including, but not limited to, social*

1 security, unemployment insurance, disability insurance, or paid  
2 family leave.

3 (H) A written statement signed by the tenant that states the  
4 tenant's income, including, but not limited to, a rental application.

5 (b) (1) This section shall apply only if the landlord has proof  
6 of income in the landlord's possession before the service of the  
7 notice showing that the tenant is a high-income tenant.

8 (2) This section does not do any of the following:

9 (A) Authorize a landlord to demand proof of income from the  
10 tenant.

11 (B) Require the tenant to provide proof of income for the  
12 purposes of determining whether the tenant is a high-income  
13 tenant.

14 (C) (i) Entitle a landlord to obtain, or authorize a landlord to  
15 attempt to obtain, confidential financial records from a tenant's  
16 employer, a government agency, financial institution, or any other  
17 source.

18 (ii) Confidential information described in clause (i) shall not  
19 constitute valid proof of income unless it was lawfully obtained  
20 by the landlord with the tenant's consent during the tenant  
21 screening process.

22 (3) Paragraph (2) does not alter a party's rights under Title 4  
23 (commencing with Section 2016.010), Chapter 4 (commencing  
24 with Section 708.010) of Title 9, or any other law.

25 (c) A landlord may require a high-income tenant that is served  
26 a notice pursuant to subdivision (b) or (c) of Section 1179.03 to  
27 submit, in addition to and together with a declaration of  
28 COVID-19-related financial distress, documentation supporting  
29 the claim that the tenant has suffered COVID-19-related financial  
30 distress. Any form of objectively verifiable documentation that  
31 demonstrates the COVID-19-related financial distress the tenant  
32 has experienced is sufficient to satisfy the requirements of this  
33 subdivision, including the proof of income, as defined in  
34 subparagraphs (A) to (G), inclusive, of paragraph (2) of  
35 subdivision (a), a letter from an employer, or an unemployment  
36 insurance record.

37 (d) A high-income tenant is required to comply with the  
38 requirements of subdivision (c) only if the landlord has included  
39 the following language on the notice served pursuant to subdivision  
40 (b) or (c) of Section 1179.03 in at least 12-point font:

1       *“Proof of income on file with your landlord indicates that your*  
2 *household makes at least 130 percent of the median income for*  
3 *the county where the rental property is located, as published by*  
4 *the Department of Housing and Community Development in the*  
5 *Official State Income Limits for 2020. As a result, if you claim that*  
6 *you are unable to pay the amount demanded by this notice because*  
7 *you have suffered COVID-19-related financial distress, you are*  
8 *required to submit to your landlord documentation supporting*  
9 *your claim together with the completed declaration of*  
10 *COVID-19-related financial distress provided with this notice. If*  
11 *you fail to submit this documentation together with your*  
12 *declaration of COVID-19-related financial distress, and you do*  
13 *not either pay the amount demanded in this notice or deliver*  
14 *possession of the premises back to your landlord as required by*  
15 *this notice, you will not be covered by the eviction protections*  
16 *enacted by the California Legislature as a result of the COVID-19*  
17 *pandemic, and your landlord can begin eviction proceedings*  
18 *against you as soon as this 15-day notice expires.”*

19       *(e) A high-income tenant that fails to comply with subdivision*  
20 *(c) shall not be subject to the protections of subdivision (g) of*  
21 *Section 1179.03.*

22       *(f) (1) A landlord shall be required to plead compliance with*  
23 *this section in any unlawful detainer action based upon a notice*  
24 *that alleges that the tenant is a high-income tenant. If that*  
25 *allegation is contested, the landlord shall be required to submit*  
26 *to the court the proof of income upon which the landlord relied at*  
27 *the trial or other hearing, and the tenant shall be entitled to submit*  
28 *rebuttal evidence.*

29       *(2) If the court in an unlawful detainer action based upon a*  
30 *notice that alleges that the tenant is a high-income tenant*  
31 *determines that at the time the notice was served the landlord did*  
32 *not have proof of income establishing that the tenant is a*  
33 *high-income tenant, the court shall award attorney’s fees to the*  
34 *prevailing tenant.*

35       1179.03. *(a) (1) Any notice that demands payment of*  
36 *COVID-19 rental debt served pursuant to subdivision (e) of Section*  
37 *798.56 of the Civil Code or paragraph (2) or (3) of Section 1161*  
38 *shall be modified as required by this section. A notice which does*  
39 *not meet the requirements of this section, regardless of when the*



1 notice was issued, shall not be sufficient to establish a cause of  
2 action for unlawful detainer or a basis for default judgment.

3 (2) Any case based solely on a notice that demands payment of  
4 COVID-19 rental debt served pursuant to subdivision (e) of Section  
5 798.56 of the Civil Code or paragraph (2) or (3) of Section 1161  
6 may be dismissed if the notice does not meet the requirements of  
7 this section, regardless of when the notice was issued.

8 (3) Notwithstanding paragraphs (1) and (2), this section shall  
9 have no effect if the landlord lawfully regained possession of the  
10 property or obtained a judgment for possession of the property  
11 before the operative date of this section.

12 (b) If the notice demands payment of rent that came due during  
13 the protected time period, as defined in Section 1179.02, the notice  
14 shall comply with all of the following:

15 (1) The time period in which the tenant may pay the amount  
16 due or deliver possession of the property shall be no shorter than  
17 15 days, excluding Saturdays, Sundays, and other judicial holidays.

18 (2) The notice shall set forth the amount of rent demanded and  
19 the date each amount became due.

20 (3) The notice shall advise the tenant that the tenant cannot be  
21 evicted for failure to comply with the notice if the tenant delivers  
22 a signed declaration of COVID-19-related financial distress to  
23 the landlord on or before the date that the notice to pay rent or  
24 quit or notice to perform covenants or quit expires, by any of the  
25 methods specified in subdivision (f).

26 (4) The notice shall include the following text in at least 12-point  
27 font:

28 “NOTICE FROM THE STATE OF CALIFORNIA: If you are  
29 unable to pay the amount demanded in this notice, and have  
30 decreased income or increased expenses due to COVID-19, your  
31 landlord will not be able to evict you for this missed payment if  
32 you sign and deliver the declaration form included with your notice  
33 to your landlord within 15 days, excluding Saturdays, Sundays,  
34 and other judicial holidays, but you will still owe this money to  
35 your landlord. If you do not sign and deliver the declaration within  
36 this time period, you may lose the eviction protections available  
37 to you. You must return this form to be protected. You should keep  
38 a copy or picture of the signed form for your records.

39 You will still owe this money to your landlord and can be sued  
40 for the money, but you cannot be evicted from your home if you

1 *comply with these requirements. You should keep careful track of*  
2 *what you have paid and any amount you still owe to protect your*  
3 *rights and avoid future disputes. Failure to respond to this notice*  
4 *may result in an unlawful detainer action (eviction) being filed*  
5 *against you.*

6 *For information about legal resources that may be available to*  
7 *you, visit [lawhelpca.org](http://lawhelpca.org).”*

8 *(c) If the notice demands payment of rent that came due during*  
9 *the transition time period, as defined in Section 1179.02, the notice*  
10 *shall comply with all of the following:*

11 *(1) The time period in which the tenant may pay the amount*  
12 *due or deliver possession of the property shall be no shorter than*  
13 *15 days, excluding Saturdays, Sundays, and other judicial holidays.*

14 *(2) The notice shall set forth the amount of rent demanded and*  
15 *the date each amount became due.*

16 *(3) The notice shall advise the tenant that the tenant will not be*  
17 *evicted for failure to comply with the notice, except as allowed by*  
18 *this chapter, if the tenant delivers a signed declaration of*  
19 *COVID-19-related financial distress to the landlord on or before*  
20 *the date the notice to pay rent or quit or notice to perform*  
21 *covenants or quit expires, by any of the methods specified in*  
22 *subdivision (f).*

23 *(4) The notice shall include the following text in at least 12-point*  
24 *font:*

25 *“NOTICE FROM THE STATE OF CALIFORNIA: If you are*  
26 *unable to pay the amount demanded in this notice, and have*  
27 *decreased income or increased expenses due to COVID-19, you*  
28 *may sign and deliver the declaration form included with your*  
29 *notice to your landlord within 15 days, excluding Saturdays,*  
30 *Sundays, and other judicial holidays, and your landlord will not*  
31 *be able to evict you for this missed payment so long as you make*  
32 *the minimum payment (see below). You will still owe this money*  
33 *to your landlord. You should keep a copy or picture of the signed*  
34 *form for your records.*

35 *If you provide the declaration form to your landlord as described*  
36 *above AND, on or before January 31, 2021, you pay an amount*  
37 *that equals at least 25 percent of each rental payment that came*  
38 *due or will come due during the period between September 1,*  
39 *2020, and January 31, 2021, that you were unable to pay as a*  
40 *result of decreased income or increased expenses due to*

1 COVID-19, your landlord cannot evict you. Your landlord may  
2 require you to submit a new declaration form for each rental  
3 payment that you do not pay that comes due between September  
4 1, 2020, and January 31, 2021.

5 For example, if you provided a declaration form to your landlord  
6 regarding your decreased income or increased expenses due to  
7 COVID-19 that prevented you from making your rental payment  
8 in September and October of 2020, your landlord could not evict  
9 you if, on or before January 31, 2021, you made a payment equal  
10 to 25 percent of September's and October's rental payment (i.e.,  
11 half a month's rent). If you were unable to pay any of the rental  
12 payments that came due between September 1, 2020, and January  
13 31, 2021, and you provided your landlord with the declarations  
14 in response to each 15-day notice your landlord sent to you during  
15 that time period, your landlord could not evict you if, on or before  
16 January 31, 2021, you paid your landlord an amount equal to 25  
17 percent of all the rental payments due from September through  
18 January (i.e., one and a quarter month's rent).

19 You will still owe the full amount of the rent to your landlord,  
20 but you cannot be evicted from your home if you comply with these  
21 requirements. You should keep careful track of what you have paid  
22 and any amount you still owe to protect your rights and avoid  
23 future disputes. Failure to respond to this notice may result in an  
24 unlawful detainer action (eviction) being filed against you.

25 For information about legal resources that may be available to  
26 you, visit [lawhelpca.org](http://lawhelpca.org).”

27 (d) An unsigned copy of a declaration of COVID-19-related  
28 financial distress shall accompany each notice delivered to a tenant  
29 to which subdivision (b) or (c) is applicable. If the landlord was  
30 required, pursuant to Section 1632 of the Civil Code, to provide  
31 a translation of the rental contract or agreement in the language  
32 in which the contract or agreement was negotiated, the landlord  
33 shall also provide the unsigned copy of a declaration of  
34 COVID-19-related financial distress to the tenant in the language  
35 in which the contract or agreement was negotiated. The  
36 Department of Real Estate shall make available an official  
37 translation of the text required by paragraph (4) of subdivision  
38 (b) and paragraph (4) of subdivision (c) in the languages specified  
39 in Section 1632 of the Civil Code by no later than September 15,  
40 2020.

1 (e) If a tenant owes a COVID-19 rental debt to which both  
2 subdivisions (b) and (c) apply, the landlord shall serve two  
3 separate notices that comply with subdivisions (b) and (c),  
4 respectively.

5 (f) A tenant may deliver the declaration of COVID-19-related  
6 financial distress to the landlord by any of the following methods:

7 (1) In person, if the landlord indicates in the notice an address  
8 at which the declaration may be delivered in person.

9 (2) By electronic transmission, if the landlord indicates an email  
10 address in the notice to which the declaration may be delivered.

11 (3) Through United States mail to the address indicated by the  
12 landlord in the notice. If the landlord does not provide an address  
13 pursuant to subparagraph (1), then it shall be conclusively  
14 presumed that upon the mailing of the declaration by the tenant  
15 to the address provided by the landlord, the declaration is deemed  
16 received by the landlord on the date posted, if the tenant can show  
17 proof of mailing to the address provided by the landlord.

18 (4) Through any of the same methods that the tenant can use to  
19 deliver the payment pursuant to the notice if delivery of the  
20 declaration by that method is possible.

21 (g) Except as provided in Section 1179.02.5, the following shall  
22 apply to a tenant who, within 15 days of service of the notice  
23 specified in subdivision (b) or (c), excluding Saturdays, Sundays,  
24 and other judicial holidays, demanding payment of COVID-19  
25 rental debt delivers a declaration of COVID-19-related financial  
26 distress to the landlord by any of the methods provided in  
27 subdivision (f):

28 (1) With respect to a notice served pursuant to subdivision (b),  
29 the tenant shall not then or thereafter be deemed to be in default  
30 with regard to that COVID-19 rental debt for purposes of  
31 subdivision (e) of Section 798.56 of the Civil Code or paragraphs  
32 (2) and (3) of Section 1161.

33 (2) With respect to a notice served pursuant to subdivision (c),  
34 the following shall apply:

35 (A) Except as provided by subparagraph (B), the landlord may  
36 not initiate an unlawful detainer action before February 1, 2021.

37 (B) A tenant shall not be guilty of unlawful detainer, now or in  
38 the future, based upon nonpayment of COVID-19 rental debt that  
39 came due during the transition period if, on or before January 31,  
40 2021, the tenant tenders one or more payments that, when taken

1 together, are of an amount equal to or not less than 25 percent of  
2 each transition period rental payment demanded in one or more  
3 notices served pursuant to subsection (c) and for which the tenant  
4 complied with this subdivision by timely delivering a declaration  
5 of COVID-19-related financial distress to the landlord.

6 (h) (1) (A) Within the time prescribed in Section 1167, a tenant  
7 shall be permitted to file a signed declaration of COVID-19-related  
8 financial distress with the court.

9 (B) If the tenant files a signed declaration of COVID-19-related  
10 financial distress with the court pursuant to this subdivision, the  
11 court shall dismiss the case, pursuant to paragraph (2), if the court  
12 finds, after a noticed hearing on the matter, that the tenant's failure  
13 to return a declaration of COVID-19-related financial distress  
14 within the time required by subdivision (g) was the result of  
15 mistake, inadvertence, surprise, or excusable neglect, as those  
16 terms have been interpreted under subdivision (b) of Section 473.

17 (C) The noticed hearing required by this paragraph shall be  
18 held with not less than five days' notice and not more than 10 days'  
19 notice, to be given by the court, and may be held separately or in  
20 conjunction with any regularly noticed hearing in the case, other  
21 than a trial.

22 (2) If the court dismisses the case pursuant to paragraph (1),  
23 that dismissal shall be without prejudice as follows:

24 (A) If the case was based in whole or in part upon a notice  
25 served pursuant to subdivision (b), the court shall dismiss any  
26 cause of action based on the notice served pursuant to subdivision  
27 (b).

28 (B) Before February 1, 2021, if the case is based in whole or  
29 in part on a notice served pursuant to subdivision (c), the court  
30 shall dismiss any cause of action based on the notice served  
31 pursuant to subdivision (c).

32 (C) On or after February 1, 2021, if the case is based in whole  
33 or in part on a notice served pursuant to subdivision (c), the court  
34 shall dismiss any cause of action based upon the notice served  
35 pursuant to subdivision (c) if the tenant, within five days of the  
36 court's order to do so, makes the payment required by  
37 subparagraph (B) of paragraph (1) of subdivision (g), provided  
38 that if the fifth day falls on a Saturday, Sunday, or judicial holiday  
39 the last day to pay shall be extended to the next court day.

1     (3) *If the court dismisses the case pursuant to this subdivision,*  
 2 *the tenant shall not be considered the prevailing party for purposes*  
 3 *of Section 1032, any attorney’s fee provision appearing in contract*  
 4 *or statute, or any other law.*

5     (i) *Notwithstanding any other law, a notice which is served*  
 6 *pursuant to subdivision (b) or (c) that complies with the*  
 7 *requirements of this chapter and subdivision (e) of Section 798.56*  
 8 *of the Civil Code or paragraphs (2) and (3) of Section 1161, as*  
 9 *applicable, need not include specific language required by any*  
 10 *ordinance, resolution, regulation, or administrative action adopted*  
 11 *by a city, county, or city and county.*

12     1179.03.5. (a) *Before February 1, 2021, a court may not find*  
 13 *a tenant guilty of an unlawful detainer unless it finds that one of*  
 14 *the following applies:*

15     (1) *The tenant was guilty of the unlawful detainer before March*  
 16 *1, 2020.*

17     (2) *In response to service of a notice demanding payment of*  
 18 *COVID-19 rental debt pursuant to subdivision (e) of Section 798.56*  
 19 *of the Civil Code or paragraph (2) or (3) of Section 1161, the*  
 20 *tenant failed to comply with the requirements of Section 1179.03.*

21     (3) (A) *The unlawful detainer arises because of a termination*  
 22 *of tenancy for any of the following:*

23     (i) *An at-fault just cause, as defined in paragraph (1) of*  
 24 *subdivision (b) of Section 1946.2 of the Civil Code.*

25     (ii) (I) *A no-fault just cause, as defined in paragraph (2) of*  
 26 *subdivision (b) of Section 1946.2 of the Civil Code, other than*  
 27 *intent to demolish or to substantially remodel the residential real*  
 28 *property, as defined in subparagraph (D) of paragraph (2) of*  
 29 *subdivision (b) of Section 1946.2.*

30     (II) *Notwithstanding subclause (I), termination of a tenancy*  
 31 *based on intent to demolish or to substantially remodel the*  
 32 *residential real property shall be permitted if necessary to maintain*  
 33 *compliance with the requirements of Section 1941.1 of the Civil*  
 34 *Code, Section 17920.3 or 17920.10 of the Health and Safety Code,*  
 35 *or any other applicable law governing the habitability of*  
 36 *residential rental units.*

37     (iii) *The owner of the property has entered into a contract for*  
 38 *the sale of that property with a buyer who intends to occupy the*  
 39 *property, and all the requirements of paragraph (8) of subdivision*  
 40 *(e) of Section 1946.2 of the Civil Code have been satisfied.*

1 (B) In an action under this paragraph, other than an action to  
2 which paragraph (2) also applies, the landlord shall be precluded  
3 from recovering COVID-19 rental debt in connection with any  
4 award of damages.

5 (b) (1) This section does not require a landlord to assist the  
6 tenant to relocate through the payment of relocation costs if the  
7 landlord would not otherwise be required to do so pursuant to  
8 Section 1946.2 of the Civil Code or any other law.

9 (2) A landlord who is required to assist the tenant to relocate  
10 pursuant to Section 1946.2 of the Civil Code or any other law,  
11 may offset the tenant's COVID-19 rental debt against their  
12 obligation to assist the tenant to relocate.

13 1179.04. (a) On or before September 30, 2020, a landlord  
14 shall provide, in at least 12-point font, the following notice to  
15 tenants who, as of September 1, 2020, have not paid one or more  
16 rental payments that came due during the protected time period:

17  
18 “NOTICE FROM THE STATE OF CALIFORNIA: The California  
19 Legislature has enacted the COVID-19 Tenant Relief Act of 2020  
20 which protects renters who have experienced COVID-19-related  
21 financial distress from being evicted for failing to make rental  
22 payments due between March 1, 2020, and January 31, 2021.

23 “COVID-19-related financial distress” means any of the  
24 following:

- 25 1. Loss of income caused by the COVID-19 pandemic.
- 26 2. Increased out-of-pocket expenses directly related to  
27 performing essential work during the COVID-19 pandemic.
- 28 3. Increased expenses directly related to the health impact of  
29 the COVID-19 pandemic.
- 30 4. Childcare responsibilities or responsibilities to care for an  
31 elderly, disabled, or sick family member directly related to the  
32 COVID-19 pandemic that limit your ability to earn income.
- 33 5. Increased costs for childcare or attending to an elderly,  
34 disabled, or sick family member directly related to the COVID-19  
35 pandemic.
- 36 6. Other circumstances related to the COVID-19 pandemic that  
37 have reduced your income or increased your expenses.

38 This law gives you the following protections:

- 39 1. If you failed to make rental payments due between March 1,  
40 2020, and August 31, 2020, because you had decreased income

1 or increased expenses due to the COVID-19 pandemic, as  
2 described above, you cannot be evicted based on this nonpayment.

3 2. If you are unable to pay rental payments that come due  
4 between September 1, 2020, and January 31, 2021, because of  
5 decreased income or increased expenses due to the COVID-19  
6 pandemic, as described above, you cannot be evicted if you pay  
7 25 percent of the rental payments missed during that time period  
8 on or before January 31, 2021.

9 You must provide, to your landlord, a declaration under penalty  
10 of perjury of your COVID-19-related financial distress attesting  
11 to the decreased income or increased expenses due to the  
12 COVID-19 pandemic to be protected by the eviction limitations  
13 described above. Before your landlord can seek to evict you for  
14 failing to make a payment that came due between March 1, 2020,  
15 and January 31, 2021, your landlord will be required to give you  
16 a 15-day notice that informs you of the amounts owed and includes  
17 a blank declaration form you can use to comply with this  
18 requirement.

19 If your landlord has proof of income on file which indicates that  
20 your household makes at least 130 percent of the median income  
21 for the county where the rental property is located, as published  
22 by the Department of Housing and Community Development in  
23 the Official State Income Limits for 2020, your landlord may also  
24 require you to provide documentation which shows that you have  
25 experienced a decrease in income or increase in expenses due to  
26 the COVID-19 pandemic. Your landlord must tell you in the 15-day  
27 notice whether your landlord is requiring that documentation. Any  
28 form of objectively verifiable documentation that demonstrates  
29 the financial impact you have experienced is sufficient, including  
30 a letter from your employer, an unemployment insurance record,  
31 or medical bills, and may be provided to satisfy the documentation  
32 requirement.

33 It is very important you do not ignore a 15-day notice to pay  
34 rent or quit or a notice to perform covenants or quit from your  
35 landlord. If you are served with a 15-day notice and do not provide  
36 the declaration form to your landlord before the 15-day notice  
37 expires, you could be evicted. You could also be evicted beginning  
38 February 1, 2021, if you owe rental payments due between  
39 September 1, 2020, and January 31, 2021, and you do not pay an



1 amount equal to at least 25 percent of the payments missed for  
2 that time period.

3 For information about legal resources that may be available to  
4 you, visit [lawhelpca.org](http://lawhelpca.org).”

5  
6 (b) The landlord may provide the notice required by subdivision  
7 (a) in the manner prescribed by Section 1162 or by mail.

8 (c) (1) A landlord may not serve a notice pursuant to  
9 subdivision (b) or (c) of Section 1179.03 before the landlord has  
10 provided the notice required by subdivision (a).

11 (2) The notice required by subdivision (a) may be provided to  
12 a tenant concurrently with a notice pursuant to subdivision (b) or  
13 (c) of Section 1179.03 that is served on or before September 30,  
14 2020.

15 1179.05. (a) Any ordinance, resolution, regulation, or  
16 administrative action adopted by a city, county, or city and county  
17 in response to the COVID-19 pandemic to protect tenants from  
18 eviction is subject to all of the following:

19 (1) Any extension, expansion, renewal, reenactment, or new  
20 adoption of a measure, however delineated, that occurs between  
21 August 19, 2020, and January 31, 2021, shall have no effect before  
22 February 1, 2021.

23 (2) Any provision which allows a tenant a specified period of  
24 time in which to repay COVID-19 rental debt shall be subject to  
25 all of the following:

26 (A) If the provision in effect on August 19, 2020, required the  
27 repayment period to commence on a specific date on or before  
28 March 1, 2021, any extension of that date made after August 19,  
29 2020, shall have no effect.

30 (B) If the provision in effect on August 19, 2020, required the  
31 repayment period to commence on a specific date after March 1,  
32 2021, or conditioned commencement of the repayment period on  
33 the termination of a proclamation of state of emergency or local  
34 emergency, the repayment period is deemed to begin on March 1,  
35 2021.

36 (C) The specified period of time during which a tenant is  
37 permitted to repay COVID-19 rental debt may not extend beyond  
38 the period that was in effect on August 19, 2020. In addition, a  
39 provision may not permit a tenant a period of time that extends  
40 beyond March 31, 2022, to repay COVID-19 rental debt.

1 (b) This section does not alter a city, county, or city and county's  
2 authority to extend, expand, renew, reenact, or newly adopt an  
3 ordinance that requires just cause for termination of a residential  
4 tenancy or amend existing ordinances that require just cause for  
5 termination of a residential tenancy, consistent with subdivision  
6 (g) of Section 1946.2, provided that a provision enacted or  
7 amended after August 19, 2020, shall not apply to rental payments  
8 that came due between March 1, 2020, and January 31, 2021.

9 (c) The one-year limitation provided in subdivision (2) of Section  
10 1161 is tolled during any time period that a landlord is or was  
11 prohibited by any ordinance, resolution, regulation, or  
12 administrative action adopted by a city, county, or city and county  
13 in response to the COVID-19 pandemic to protect tenants from  
14 eviction based on nonpayment of rental payments from serving a  
15 notice that demands payment of COVID-19 rental debt pursuant  
16 to subdivision (e) of Section 798.56 of the Civil Code or paragraph  
17 (2) of Section 1161.

18 (d) It is the intent of the Legislature that this section be applied  
19 retroactively to August 19, 2020.

20 (e) The Legislature finds and declares that this section addresses  
21 a matter of statewide concern rather than a municipal affair as  
22 that term is used in Section 5 of Article XI of the California  
23 Constitution. Therefore, this section applies to all cities, including  
24 charter cities.

25 (f) It is the intent of the Legislature that the purpose of this  
26 section is to protect individuals negatively impacted by the  
27 COVID-19 pandemic, and that this section does not provide the  
28 Legislature's understanding of the legal validity on any specific  
29 ordinance, resolution, regulation, or administrative action adopted  
30 by a city, county, or city and county in response to the COVID-19  
31 pandemic to protect tenants from eviction.

32 1179.06. Any provision of a stipulation, settlement agreement,  
33 or other agreement entered into on or after the effective date of  
34 this chapter, including a lease agreement, that purports to waive  
35 the provisions of this chapter is prohibited and is void as contrary  
36 to public policy.

37 1179.07. This chapter shall remain in effect until February 1,  
38 2025, and as of that date is repealed.

39 SEC. 21. (a) The Business, Consumer Services and Housing  
40 Agency shall, in consultation with the Department of Finance,

1 *engage with residential tenants, landlords, property owners, deed*  
2 *restricted affordable housing providers, and financial sector*  
3 *stakeholders about strategies and approaches to direct potential*  
4 *future federal stimulus funding to most effectively and efficiently*  
5 *provide relief to distressed tenants, landlords, and property owners,*  
6 *including exploring strategies to create access to liquidity in*  
7 *partnership with financial institutions or other financial assistance.*  
8 *Subject to availability of funds and other budget considerations,*  
9 *and only upon appropriation by the Legislature, these strategies*  
10 *should inform implementation of the funds. In creating these*  
11 *strategies, special focus shall be given to low-income tenants,*  
12 *small property owners, and affordable housing providers who*  
13 *have suffered direct financial hardship as a result of the COVID-19*  
14 *pandemic.*

15 *(b) For the purposes of this section, “future federal stimulus*  
16 *funding” does not include funding identified in the 2020 Budget*  
17 *Act.*

18 *SEC. 22. The provisions of this act are severable. If any*  
19 *provision of this act or its application is held invalid, that invalidity*  
20 *shall not affect other provisions or applications that can be given*  
21 *effect without the invalid provision or application.*

22 *SEC. 23. No reimbursement is required by this act pursuant*  
23 *to Section 6 of Article XIII B of the California Constitution because*  
24 *the only costs that may be incurred by a local agency or school*  
25 *district will be incurred because this act creates a new crime or*  
26 *infraction, eliminates a crime or infraction, or changes the penalty*  
27 *for a crime or infraction, within the meaning of Section 17556 of*  
28 *the Government Code, or changes the definition of a crime within*  
29 *the meaning of Section 6 of Article XIII B of the California*  
30 *Constitution.*

31 *SEC. 24. This act is an urgency statute necessary for the*  
32 *immediate preservation of the public peace, health, or safety within*  
33 *the meaning of Article IV of the California Constitution and shall*  
34 *go into immediate effect. The facts constituting the necessity are:*

35 *To avert economic and social harm by providing a structure for*  
36 *temporary relief to financially distressed tenants, homeowners,*  
37 *and small landlords during the public health emergency, and to*  
38 *ensure that landlords and tenants are able to calculate the*  
39 *maximum allowable rental rate increase within a 12-month period*

- 1 *at the earliest possible time, it is necessary that this act take effect*
- 2 *immediately.*

O