

File No. 201421

Committee Item No. _____

Board Item No. 25

COMMITTEE/BOARD OF SUPERVISORS

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Date: _____

Board of Supervisors Meeting

Date: January 5, 2021

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Prepared by: Lisa Lew

Date: December 31, 2020

Prepared by: _____

Date: _____

1 [Supporting California State Assembly Bill Nos. 15 and 16 (Chiu) - Eviction Protections]

2

3 **Resolution supporting California State Assembly Bill Nos. 15 and 16, introduced on**
4 **December 7, 2020, by Assembly Member David Chiu (AD-17), which would extend**
5 **certain eviction protections through December 31, 2021, and establish a fund and**
6 **framework for distribution of financial support to ensure long-term stability for renters,**
7 **small landlords, and affordable housing providers, protect tenants during the ongoing**
8 **public health crisis, and ensure an equitable, broadly shared recovery.**

9

10 WHEREAS, As California grapples with a dangerous new surge of COVID-19 cases,
11 many Californians remain unemployed and unable to pay rent; and

12 WHEREAS, A survey conducted by the U.S. Census Bureau between November 11
13 through 23, 2020, found over 2 million renter households in California reported “little to no
14 confidence” in their ability to pay next month’s rent, and renewed stay-at-home orders are
15 likely to increase this financial burden; and

16 WHEREAS, Among households earning between 50 and 80 percent of AMI (around
17 \$60,000 in most parts of California), COVID-related job losses have put an additional 58,000
18 households (28%) in the situation where their housing costs exceed what is affordable; and

19 WHEREAS, While California renters are protected from eviction to varying degrees
20 under layers of federal, state, and local policies, both state and federal protections are set to
21 expire in the coming months, which, if left unaddressed, will result in an overwhelming wave of
22 evictions and newly unhoused people and resulting devastating public health impacts; and

23 WHEREAS, Through Assembly Bill No. 3088, signed into law August 31, 2020,
24 California largely paused evictions for non-payment of rent until February 1, 2021, and, for
25 renters who experienced COVID-19 related financial hardships and were able to pay 25

1 percent of the rent they owed between September 1, 2020, and January 31, 2021, the law
2 converted the remaining rent owed into civil debt, offering permanent protections from eviction
3 for missed rental payments during the protected time period; and

4 WHEREAS, According to a study by researchers from UCLA’s Fielding School of
5 Public Health and the John Hopkins University, Bloomberg School of Public Health, lifting of
6 residential eviction moratoriums has resulted in an extra 365,200 to 502,200 coronavirus
7 cases and between 8,900 and 12,500 more deaths; and

8 WHEREAS, Without a change in law, the provisions of AB 3088 will expire on February
9 1, 2021; and

10 WHEREAS, Anticipating the expiration of critical eviction protections, Assembly Bill No.
11 15, introduced by Assembly Member David Chiu (AD-17) on December 7, 2020, would
12 expand the definition of “COVID-19 rental debt” to include unpaid rent or other unpaid
13 financial obligation of a tenant through December 31, 2021; eliminate the default burden that
14 requiring high-income tenants to submit additional documentation supporting a claim of
15 COVID-19-related financial distress; extend enhanced damages through January 1, 2022, for
16 landlords who interrupt or terminate utility service furnished to a tenant with the intent to
17 terminate the occupancy of the tenant; prohibit a landlord from attempting to collect late fees,
18 providing different terms or conditions of tenancy, or withholding a service or amenity with
19 respect to a tenant’s COVID-19 rental debt; extend the prohibition on unlawful detainer based
20 on a cause of action other than nonpayment of COVID-19 rental debt for the purpose of
21 retaliating against the lessee because the lessee has COVID-19 rental debt; and extends
22 through January 1, 2022, or the end of a local jurisdiction’s repayment period, whichever is
23 later, the prohibition on legal actions to recover COVID-19 rental debt; and

24 WHEREAS, Assembly Bill No. 16, introduced by Assembly Member David Chiu (AD-
25 17) on December 7, 2020, sets forth the Legislature’s intent to enact the Tenant, Small

1 Landlord, and Affordable Housing Provider Stabilization Act of 2021, which would establish
2 through statute a fund and framework for distributing financial support to ensure long-term
3 stability for renters, small landlords, and affordable housing providers, to protect tenants from
4 displacement during the ongoing public health crisis, and ensure an equitable, broadly shared
5 recovery; now, therefore, be it

6 RESOLVED, That the City and County of San Francisco supports both Assembly Bill
7 No. 15 and Assembly Bill No. 16, which would extend critical statewide eviction protections
8 and establish financial assistance to ensure the long-term stability of renters, small landlords,
9 and affordable housing providers; to protect tenants from displacement during the ongoing
10 public health crisis; and ensure an equitable, broadly shared recovery from the COVID-19
11 pandemic; and, bet it

12 FURTHER RESOLVED, That the Clerk of the Board of Supervisors of the City and
13 County of San Francisco distribute this Resolution to San Francisco’s State Legislative
14 Delegation and to California Governor Gavin Newsom.

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ASSEMBLY BILL

No. 15

**Introduced by Assembly Members Chiu, Bonta, Lorena Gonzalez,
Quirk-Silva, Santiago, and Wicks**

**(Principal coauthors: Assembly Members Friedman, Lee, and
Luz Rivas)**

(Principal coauthors: Senators Durazo and Wiener)

**(Coauthors: Assembly Members Bloom, Kalra, Robert Rivas, and
Ting)**

(Coauthor: Senator Allen)

December 7, 2020

An act to amend Sections 789.4, 798.56, 1942.5, and 2924.15 of, and to add Sections 1785.20.4 and 1942.5.5 to, the Civil Code, and to amend Sections 116.223, 1161, 1161.2, 1161.2.5, 1179.02, 1179.02.5, 1179.03, 1179.03.5, and 1179.07 of, and to add Section 1179.04.5 to, the Code of Civil Procedure, relating to tenancies, and declaring the urgency thereof, to take effect immediately.

LEGISLATIVE COUNSEL'S DIGEST

AB 15, as introduced, Chiu. COVID-19 relief: tenancy: Tenant Stabilization Act of 2021.

(1) Existing law, the COVID-19 Tenant Relief Act of 2020, establishes certain procedural requirements and limitations on evictions for nonpayment of rent due to COVID-19 rental debt, as defined. The act, among other things, prohibits a tenant that delivers a declaration, under penalty of perjury, of COVID-19-related financial distress from being deemed in default with regard to the COVID-19 rental debt, as specified. Existing law defines COVID-19 rental debt as unpaid rent or any other unpaid financial obligation of a tenant that came due

between March 1, 2020, and January 31, 2021. Existing law repeals the act on February 1, 2025.

This bill would extend the definition of “COVID-19 rental debt” as unpaid rent or any other unpaid financial obligation of a tenant that came due between March 1, 2020, and December 31, 2021. The bill would also extend the repeal date of the act to January 1, 2026. The bill would make other conforming changes to align with these extended dates. By extending the repeal date of the act, the bill would expand the crime of perjury and create a state-mandated local program.

Existing law authorizes a landlord to require a high-income tenant, as defined, to submit additional documentation supporting the claim that the tenant has suffered COVID-19-related financial distress if the landlord provides the tenant with a specified notice.

This bill would provide that a tenant is not required to submit that additional supporting documentation unless the landlord provides the tenant with a copy of the proof of income that demonstrates that the tenant qualifies as a high-income tenant.

Existing law prohibits a landlord from interrupting or terminating utility service furnished to a tenant with the intent to terminate the occupancy of the tenant, and imposes specified penalties on a landlord who violates that prohibition. Existing law, until February 1, 2021, imposes additional damages in an amount of at least \$1,000, but not more than \$2,500, on a landlord that violates that prohibition, if the tenant has provided a declaration of COVID-19 financial distress, as specified.

This bill would extend the imposition of those additional damages to January 1, 2022, and would remove the condition that the tenant provide a declaration of COVID-19 financial distress.

This bill would additionally prohibit a landlord from taking certain actions with respect to a tenant’s COVID-19 rental debt, including, among others, charging or attempting to collect late fees, providing different terms or conditions of tenancy, or withholding a service or amenity.

Existing law, until February 1, 2021, prohibits a landlord from bringing an action for unlawful detainer based on a cause of action other than nonpayment of COVID-19 rental debt for the purpose of retaliating against the lessee because the lessee has COVID-19 rental debt.

This bill would extend that prohibition to January 1, 2022.

Existing law, until February 1, 2025, provides that a small claims court has jurisdiction in any action for recovery of COVID-19 rental debt, as defined, regardless of the amount demanded.

This bill would extend that provision to January 1, 2026.

Existing law prohibits action to recover COVID-19 rental debt from commencing before March 1, 2021.

This bill would extend that prohibition to January 1, 2022, or the end of a local jurisdiction's repayment period, whichever is later.

(2) Existing law, the Consumer Credit Reporting Agencies Act, provides for the regulation of consumer credit reporting agencies that collect credit-related information on consumers and report this information to subscribers and of persons who furnish that information to consumer credit reporting agencies, as provided.

This bill would prohibit a housing provider, credit reporting agency, tenant screening company, or other entity that evaluates tenants on behalf of a housing provider from using an alleged COVID-19 rental debt, as defined, as a negative factor for the purpose of evaluating creditworthiness or as the basis for a negative reference to a prospective housing provider.

(3) Existing law, the Mobilehome Residency Law, requires the management of a mobilehome park to comply with notice and specified other requirements in order to terminate a tenancy in a mobilehome park due to a change of use of the mobilehome park, including giving homeowners at least 15 days' written notice that the management will be appearing before a local governmental board, commission, or body to request permits for the change of use.

This bill would instead require the management to give homeowners at least 60 days' written notice that the management will be appearing before a local governmental board, commission, or body to obtain local approval for the intended change of use of the mobilehome park.

(4) Existing law prescribes various requirements to be satisfied before the exercise of a power of sale under a mortgage or deed of trust. In this regard, 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, until January 1, 2023, applies 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, commencing January 1, 2023, would limit the extension of those protections to the above-described first lien mortgages and deeds of trust to instances in which the borrower has been approved for foreclosure prevention, as specified, or the borrower submitted a completed application for a first lien loan modification before January 1, 2023, and, as of January 1, 2023, either the mortgage servicer has not yet determined whether the applicant is eligible, or the appeal period for the mortgage servicer’s denial of the application has not yet expired.

(5)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.

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

Vote: 2/3. Appropriation: no. Fiscal committee: yes.
State-mandated local program: yes.

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 Stabilization Act of 2021.

3 SEC. 2. The Legislature finds and declares all of the following:

4 (a) On March 4, 2020, Governor Gavin Newsom proclaimed a
5 state of emergency in response to the COVID-19 pandemic.
6 Measures necessary to contain the spread of COVID-19 have
7 brought about widespread economic and societal disruption, placing
8 the state in unprecedented circumstances. Millions of Californians
9 have unexpectedly, and through no fault of their own, faced new
10 public health requirements and been unable to work and cover
11 many basic expenses, creating tremendous uncertainty and
12 instability.

13 (b) As part of the state’s emergency response to the pandemic,
14 the Judicial Council adopted Emergency Rule 1, effective April
15 6, 2020, which temporarily halted evictions and supported public
16 health efforts to slow the spread of COVID-19 by ensuring that

1 tenants remained housed and court personnel were not placed at
2 unnecessary risk of exposure. Emergency Rule 1 expired on
3 September 1, 2020.

4 (c) With strong evidence that the expiration of Emergency Rule
5 1 could lead to mass evictions absent legislative action, the
6 Legislature passed and Governor Newsom signed Assembly Bill
7 3088 (Chapter 37 of the Statutes of 2020), the Tenant, Homeowner,
8 and Small Landlord Relief and Stabilization Act of 2020, which
9 became effective on August 31, 2020. Assembly Bill 3088 included
10 the COVID-19 Tenant Relief Act of 2020, which provides critical
11 protections from eviction for tenants. Those protections are set to
12 expire on February 1, 2021.

13 (d) In passing Assembly Bill 3088, the Legislature was clear
14 that the bill was intended to provide temporary relief to help
15 stabilize Californians through the state of emergency. That
16 emergency is far from over. Since its passage, the COVID-19 crisis
17 in California has grown worse and millions of renters remain
18 vulnerable to eviction due to circumstances that are beyond their
19 control. While a restoration of Emergency Rule 1 would be justified
20 and desirable in furtherance of public health goals, in the absence
21 of such action by the Judicial Council, the Legislature must act
22 with urgency to avoid the mass eviction of tenants.

23 (e) Mass evictions would be calamitous both for public health
24 and for the state's economic recovery from this unprecedented
25 crisis. A wave of evictions would force some individuals and
26 families to move in together, often in overcrowded housing
27 conditions that promote the spread of the virus. Many other
28 Californians would likely become homeless. In addition to being
29 a humanitarian calamity, such an outcome would likely facilitate
30 further spread of COVID-19, place even further strain on the state's
31 fiscal resources, and hamper the state's economic recovery

32 (f) It is the intent of this act to extend the protections of the
33 COVID-19 Tenant Relief Act of 2020 and address areas where
34 the act has created uncertainty or challenges in ensuring that tenants
35 can remain housed. It is critical that tenants have no gap in
36 protections so that they can weather this public health and
37 economic crisis without losing their homes. It is the intent of the
38 Legislature that this act remain in effect only temporarily, until
39 such time as the Legislature enacts and the Governor signs a

1 long-term solution to the tremendous housing instability caused
2 by this pandemic.

3 SEC. 3. Section 789.4 of the Civil Code is amended to read:

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

12 (b) This section shall remain in effect until ~~February 1, 2021,~~
13 *January 1, 2022*, and as of that date is repealed.

14 SEC. 4. Section 798.56 of the Civil Code, as amended by
15 Section 4 of Chapter 37 of the Statutes of 2020, is amended to
16 read:

17 798.56. A tenancy shall be terminated by the management only
18 for one or more of the following reasons:

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

23 (b) Conduct by the homeowner or resident, upon the park
24 premises, that constitutes a substantial annoyance to other
25 homeowners or residents.

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

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

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

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

12 Nothing in this subdivision shall relieve the management from
13 its obligation to demonstrate that a rule or regulation has in fact
14 been violated.

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

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

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

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

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

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

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

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

39 (6) When a copy of the 60 days' notice described in paragraph
40 (5) is sent to the legal owner, each junior lienholder, and the

1 registered owner of the mobilehome, if other than the homeowner,
2 the default may be cured by any of them on behalf of the
3 homeowner prior to the expiration of 30 calendar days following
4 the mailing of the notice, if all of the following conditions exist:

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

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

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

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

22 (f) Condemnation of the park.

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

24 (1) The management gives the homeowners at least ~~15~~ 60 days'
25 written notice that the management will be appearing before a
26 local governmental board, commission, or body to request permits
27 for a change of use of the mobilehome park.

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

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

37 (3) The management gives each proposed homeowner written
38 notice thereof prior to the inception of the *proposed* homeowner's
39 tenancy that the management is requesting a change of use before

1 local governmental bodies or that a change of use request has been
2 granted.

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

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

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

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

22 (j) This section remain in effect until ~~February 1, 2025,~~ *January*
23 *1, 2026,* and as of that date is repealed.

24 SEC. 5. Section 798.56 of the Civil Code, as added by Section
25 5 of Chapter 37 of the Statutes of 2020, is amended to read:

26 798.56. A tenancy shall be terminated by the management only
27 for one or more of the following reasons:

28 (a) Failure of the homeowner or resident to comply with a local
29 ordinance or state law or regulation relating to mobilehomes within
30 a reasonable time after the homeowner receives a notice of
31 noncompliance from the appropriate governmental agency.

32 (b) Conduct by the homeowner or resident, upon the park
33 premises, that constitutes a substantial annoyance to other
34 homeowners or residents.

35 (c) (1) Conviction of the homeowner or resident for prostitution,
36 for a violation of subdivision (d) of Section 243, paragraph (2) of
37 subdivision (a), or subdivision (b), of Section 245, Section 288,
38 or Section 451, of the Penal Code, or a felony controlled substance
39 offense, if the act resulting in the conviction was committed

1 anywhere on the premises of the mobilehome park, including, but
2 not limited to, within the homeowner's mobilehome.

3 (2) However, the tenancy may not be terminated for the reason
4 specified in this subdivision if the person convicted of the offense
5 has permanently vacated, and does not subsequently reoccupy, the
6 mobilehome.

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

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

21 Nothing in this subdivision shall relieve the management from
22 its obligation to demonstrate that a rule or regulation has in fact
23 been violated.

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

1 boldface type at the top of the notice, with the appropriate number
2 written in the blank:

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

12 (2) Payment by the homeowner prior to the expiration of the
13 three-day notice period shall cure a default under this subdivision.
14 If the homeowner does not pay prior to the expiration of the
15 three-day notice period, the homeowner shall remain liable for all
16 payments due up until the time the tenancy is vacated.

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

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

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

38 In that event, the management shall give written notice to the
39 homeowner in the manner prescribed by Section 1162 of the Code
40 of Civil Procedure to remove the mobilehome from the park within

1 a period of not less than 60 days, which period shall be specified
2 in the notice. A copy of this notice shall be sent to the legal owner,
3 each junior lienholder, and the registered owner of the mobilehome,
4 if other than the homeowner, as specified in paragraph (b) of
5 Section 798.55, by certified or registered mail, return receipt
6 requested, within 10 days after notice is sent to the homeowner.

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

13 (A) A copy of a three-day notice sent pursuant to subdivision
14 (b) of Section 798.55 to a homeowner for the nonpayment of rent,
15 utility charges, or reasonable incidental service charges was not
16 sent to the legal owner, junior lienholder, or registered owner, of
17 the mobilehome, if other than the homeowner, during the preceding
18 12-month period.

19 (B) The legal owner, junior lienholder, or registered owner of
20 the mobilehome, if other than the homeowner, has not previously
21 cured a default of the homeowner during the preceding 12-month
22 period.

23 (C) The legal owner, ~~junior lienholder~~ *lienholder*, or registered
24 owner, if other than the homeowner, is not a financial institution
25 or mobilehome dealer.

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

30 (f) Condemnation of the park.

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

32 (1) The management gives the homeowners at least ~~15~~ *60* days'
33 written notice that the management will be appearing before a
34 local governmental board, commission, or body to request permits
35 for a change of use of the mobilehome park.

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

1 (B) If the change of use requires no local governmental permits,
2 then notice shall be given 12 months or more prior to the
3 management's determination that a change of use will occur. The
4 management in the notice shall disclose and describe in detail the
5 nature of the change of use.

6 (3) The management gives each proposed homeowner written
7 notice thereof prior to the inception of the *proposed* homeowner's
8 tenancy that the management is requesting a change of use before
9 local governmental bodies or that a change of use request has been
10 granted.

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

14 (5) A notice of a proposed change of use given prior to January
15 1, 1980, that conforms to the requirements in effect at that time
16 shall be valid. The requirements for a notice of a proposed change
17 of use imposed by this subdivision shall be governed by the law
18 in effect at the time the notice was given.

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

23 (i) For purposes of this section, "financial institution" means a
24 state or national bank, state or federal savings and loan association
25 or credit union, or similar organization, and mobilehome dealer
26 as defined in Section 18002.6 of the Health and Safety Code or
27 any other organization that, as part of its usual course of business,
28 originates, owns, or provides loan servicing for loans secured by
29 a mobilehome.

30 (j) This section shall become operative on ~~February 1, 2025.~~
31 *January 1, 2026.*

32 SEC. 6. Section 1785.20.4 is added to the Civil Code, to read:

33 1785.20.4. (a) A housing provider, credit reporting agency,
34 tenant screening company, or other entity that evaluates tenants
35 on behalf of a housing provider shall not use an alleged COVID-19
36 rental debt as a negative factor for the purpose of evaluating
37 creditworthiness or as the basis for a negative reference to a
38 prospective housing provider, regardless of whether a report is
39 received alleging that the tenant has COVID-19 rental debt.

1 (b) For purposes of this section, “COVID-19 rental debt” shall
2 have the same meaning as defined in Section 1179.02 of the Code
3 of Civil Procedure.

4 SEC. 7. Section 1942.5 of the Civil Code, as amended by
5 Section 6 of Chapter 37 of the Statutes of 2020, is amended to
6 read:

7 1942.5. (a) If the lessor retaliates against the lessee because
8 of the exercise by the lessee of the lessee’s rights under this chapter
9 or because of the lessee’s complaint to an appropriate agency as
10 to tenantability of a dwelling, and if the lessee of a dwelling is not
11 in default as to the payment of rent, the lessor may not recover
12 possession of a dwelling in any action or proceeding, cause the
13 lessee to quit involuntarily, increase the rent, or decrease any
14 services within 180 days of any of the following:

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

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

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

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

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

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

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

37 (c) To report, or to threaten to report, the lessee or individuals
38 known to the landlord to be associated with the lessee to
39 immigration authorities is a form of retaliatory conduct prohibited

1 under subdivision (a). This subdivision shall in no way limit the
2 definition of retaliatory conduct prohibited under this section.

3 (d) Notwithstanding subdivision (a), it is unlawful for a lessor
4 to increase rent, decrease services, cause a lessee to quit
5 involuntarily, bring an action to recover possession, or threaten to
6 do any of those acts, for the purpose of retaliating against the lessee
7 because the lessee has lawfully organized or participated in a
8 lessees' association or an organization advocating lessees' rights
9 or has lawfully and peaceably exercised any rights under the law.
10 It is also unlawful for a lessor to bring an action for unlawful
11 detainer based on a cause of action other than nonpayment of
12 COVID-19 rental debt, as defined in Section 1179.02 of the Code
13 of Civil Procedure, for the purpose of retaliating against the lessee
14 because the lessee has a COVID-19 rental debt. In an action
15 brought by or against the lessee pursuant to this subdivision, the
16 lessee shall bear the burden of producing evidence that the lessor's
17 conduct was, in fact, retaliatory.

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

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

29 (g) Notwithstanding subdivisions (a) to (f), inclusive, a lessor
30 may recover possession of a dwelling and do any of the other acts
31 described in subdivision (a) within the period or periods prescribed
32 therein, or within subdivision (d), if the notice of termination, rent
33 increase, or other act, and any pleading or statement of issues in
34 an arbitration, if any, states the ground upon which the lessor, in
35 good faith, seeks to recover possession, increase rent, or do any
36 of the other acts described in subdivision (a) or (d). If the statement
37 is controverted, the lessor shall establish its truth at the trial or
38 other hearing.

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

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

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

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

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

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

16 (l) This section shall remain in effect until ~~February 1, 2021,~~
17 *January 1, 2022*, and as of that date is repealed.

18 SEC. 8. Section 1942.5 of the Civil Code, as added by Section
19 7 of Chapter 37 of the Statutes of 2020, is amended to read:

20 1942.5. (a) If the lessor retaliates against the lessee because
21 of the exercise by the lessee of the lessee's rights under this chapter
22 or because of the lessee's complaint to an appropriate agency as
23 to tenantability of a dwelling, and if the lessee of a dwelling is not
24 in default as to the payment of rent, the lessor may not recover
25 possession of a dwelling in any action or proceeding, cause the
26 lessee to quit involuntarily, increase the rent, or decrease any
27 services within 180 days of any of the following:

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

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

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

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

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

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

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

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

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

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

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

37 (g) Notwithstanding subdivisions (a) to (f), inclusive, a lessor
38 may recover possession of a dwelling and do any of the other acts
39 described in subdivision (a) within the period or periods prescribed
40 therein, or within subdivision (d), if the notice of termination, rent

1 increase, or other act, and any pleading or statement of issues in
2 an arbitration, if any, states the ground upon which the lessor, in
3 good faith, seeks to recover possession, increase rent, or do any
4 of the other acts described in subdivision (a) or (d). If the statement
5 is controverted, the lessor shall establish its truth at the trial or
6 other hearing.

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

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

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

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

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

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

24 (l) This section shall become operative on ~~February 1, 2021.~~
25 *January 1, 2022.*

26 SEC. 9. Section 1942.5.5 is added to the Civil Code, to read:

27 1942.5.5. A landlord shall not, with respect to a tenant who
28 has COVID-19 rental debt, as defined in Section 1179.02 of the
29 Code of Civil Procedure, do any of the following:

30 (1) Charge a tenant, or attempt to collect from a tenant, fees
31 assessed for late payment of COVID-19 rental debt or interest on
32 COVID-19 rental debt.

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

35 (3) Provide different terms or conditions of tenancy or withhold
36 a service or amenity based on whether a tenant has COVID-19
37 rental debt.

38 (4) Harass, threaten, or seek to intimidate a tenant in order to
39 obtain a tenant's payment or agreement to pay any COVID-19
40 rental debt.

1 (5) Terminate a tenancy, or threaten to terminate a tenancy, in
2 retaliation against a tenant for having COVID-19 rental debt.

3 SEC. 10. Section 2924.15 of the Civil Code, as amended by
4 Section 11 of Chapter 37 of the Statutes of 2020, is amended to
5 read:

6 2924.15. (a) Unless otherwise provided, paragraph (5) of
7 subdivision (a) of Section 2924, and Sections 2923.5, 2923.55,
8 2923.6, 2923.7, 2924.9, 2924.10, 2924.11, and 2924.18 shall apply
9 only to a first lien mortgage or deed of trust that meets either of
10 the following criteria:

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

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

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

22 (A) For the purposes of this paragraph:

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

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

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

31 (B) To meet the conditions of this ~~subdivision~~, *subparagraph*,
32 a first lien mortgage or deed of trust shall have all of the following
33 characteristics:

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

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

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

3 (C) Relief shall be available pursuant to subdivision (a) of
4 Section 2924 and Sections 2923.5, 2923.55, 2923.6, 2923.7,
5 2924.9, 2924.10, 2924.11, and 2924.18 for so long as the property
6 remains occupied by a tenant pursuant to a lease entered in an
7 arm’s length transaction.

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

10 SEC. 11. Section 2924.15 of the Civil Code, as added by
11 Section 12 of Chapter 37 of the Statutes of 2020, is amended to
12 read:

13 2924.15. (a) Unless otherwise provided, paragraph (5) of
14 subdivision (a) of Section 2924 and Sections 2923.5, 2923.55,
15 2923.6, 2923.7, 2924.9, 2924.10, 2924.11, and 2924.18 shall apply
16 only to a first lien mortgage or deed of trust that *meets either of*
17 *the following conditions:*~~is~~

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

21 ~~(B)~~
22 ~~As used in this section,~~ (B) *For purposes of this paragraph,*
23 *“owner-occupied” means that the property is the principal residence*
24 *of the borrower and is security for a loan made for personal, family,*
25 *or household purposes.*

26 (2) *The first lien mortgage or deed of trust is secured by*
27 *residential real property that is occupied by a tenant and that*
28 *contains no more than four dwelling units and meets all of the*
29 *conditions described in subparagraph (B) and one of the conditions*
30 *described in subparagraph (C).*

31 (A) *For purposes of this paragraph:*

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

34 (ii) *“Arm’s length transaction” means a lease entered into in*
35 *good faith and for valuable consideration that reflects the fair*
36 *market value in the open market between informed and willing*
37 *parties.*

38 (iii) *“Occupied by a tenant” means that the property is the*
39 *principal residence of a tenant.*

1 (B) To meet the conditions of this paragraph, a first lien
2 mortgage or deed of trust shall have all of the following
3 characteristics:

4 (i) The property is owned by an individual who owns no more
5 than three residential real properties, each of which contains no
6 more than four dwelling units.

7 (ii) The property shall have been occupied by a tenant pursuant
8 to an applicable lease.

9 (iii) A tenant occupying the property shall have been unable to
10 pay rent due to a reduction in income resulting from the novel
11 coronavirus.

12 (C) For a first lien mortgage or deed of trust to meet the
13 conditions of this paragraph, the borrower shall satisfy one of the
14 following characteristics:

15 (i) The borrower has been approved in writing for a first lien
16 loan modification or other foreclosure prevention alternative.

17 (ii) The borrower submits a completed application for a first
18 lien loan modification before January 1, 2023, and, as of January
19 1, 2023, either the mortgage servicer has not yet determined
20 whether the applicant is eligible for a first lien loan modification,
21 or the appeal period for the mortgage servicer's denial of the
22 application has not yet expired.

23 (D) Relief shall be available pursuant to subdivision (a) of
24 Section 2924 and Sections 2923.5, 2923.55, 2923.6, 2923.7, 2924.9,
25 2924.10, 2924.11, and 2924.18 for so long as the property remains
26 occupied by a tenant pursuant to a lease entered in an arm's length
27 transaction.

28 (e)

29 (b) This section shall become operative on January 1, 2023.

30 SEC. 12. Section 116.223 of the Code of Civil Procedure is
31 amended to read:

32 116.223. (a) The Legislature hereby finds and declares as
33 follows:

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

38 (2) These disputes are of special importance to the parties and
39 of significant social and economic consequence collectively as the

1 people of the State of California grapple with the health, economic,
2 and social impacts of the COVID-19 pandemic.

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

5 (4) It is the intent of the Legislature that landlords of residential
6 real property and their tenants ~~have the option to~~ litigate disputes
7 regarding rent which is unpaid for the time period between March
8 1, 2020, and ~~January~~ December 31, 2021, in the small claims court.
9 It is the intent of the Legislature that the jurisdictional limits of
10 the small claims court not apply to these disputes over COVID-19
11 rental debt.

12 (b) (1) Notwithstanding paragraph (1) of subdivision (a) Section
13 116.220, Section 116.221, or any other law, the small claims court
14 has jurisdiction in any action for recovery of COVID-19 rental
15 debt, as defined in Section 1179.02, and any defenses thereto,
16 regardless of the amount demanded.

17 (2) In an action described in paragraph (1), the court shall reduce
18 the damages awarded for any amount of COVID-19 rental debt
19 sought by payments made to the landlord to satisfy the COVID-19
20 rental debt, including payments by the tenant, rental assistance
21 programs, or another third party pursuant to paragraph (3) of
22 subdivision (a) of Section 1947.3 of the Civil Code. *If the landlord*
23 *refused to accept payments on behalf of the tenant from any*
24 *governmental or private entity, or refused to cooperate with the*
25 *tenant's efforts to obtain rental assistance from any governmental*
26 *or private entity, the damages awarded shall also be reduced by*
27 *the amount of payments refused.*

28 (3) An action to recover COVID-19 rental debt, as defined in
29 Section ~~1179.02, brought pursuant to this subdivision~~ 1179.02,
30 shall not be commenced before ~~March 1, 2021.~~ January 1, 2022,
31 or before the end of a local jurisdiction's repayment period,
32 whichever is later.

33 (c) Any claim for recovery of COVID-19 rental debt, as defined
34 in Section 1179.02, shall not be subject to Section 116.231,
35 notwithstanding the fact that a landlord of residential rental
36 property may have brought two or more small claims actions in
37 which the amount demanded exceeded two thousand five hundred
38 dollars (\$2,500) in any calendar year.

39 (d) This section shall remain in effect until ~~February 1, 2025,~~
40 January 1, 2026, and as of that date is repealed.

1 SEC. 13. Section 1161 of the Code of Civil Procedure, as
2 amended by Section 15 of Chapter 37 of the Statutes of 2020, is
3 amended to read:

4 1161. A tenant of real property, for a term less than life, or the
5 executor or administrator of the tenant’s estate heretofore qualified
6 and now acting or hereafter to be qualified and act, is guilty of
7 unlawful detainer:

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

23 2. When the tenant continues in possession, in person or by
24 subtenant, without the permission of the landlord, or the successor
25 in estate of the landlord, if applicable, after default in the payment
26 of rent, pursuant to the lease or agreement under which the property
27 is held, and three days’ notice, excluding Saturdays and Sundays
28 and other judicial holidays, in writing, requiring its payment, stating
29 the amount that is due, the name, telephone number, and address
30 of the person to whom the rent payment shall be made, and, if
31 payment may be made personally, the usual days and hours that
32 person will be available to receive the payment (provided that, if
33 the address does not allow for personal delivery, then it shall be
34 conclusively presumed that upon the mailing of any rent or notice
35 to the owner by the tenant to the name and address provided, the
36 notice or rent is deemed received by the owner on the date posted,
37 if the tenant can show proof of mailing to the name and address
38 provided by the owner), or the number of an account in a financial
39 institution into which the rental payment may be made, and the
40 name and street address of the institution (provided that the

1 institution is located within five miles of the rental property), or
2 if an electronic funds transfer procedure has been previously
3 established, that payment may be made pursuant to that procedure,
4 or possession of the property, shall have been served upon the
5 tenant and if there is a subtenant in actual occupation of the
6 premises, also upon the subtenant.

7 The notice may be served at any time within one year after the
8 rent becomes due. In all cases of tenancy upon agricultural lands,
9 if the tenant has held over and retained possession for more than
10 60 days after the expiration of the term without any demand of
11 possession or notice to quit by the landlord or the successor in
12 estate of the landlord, if applicable, the tenant shall be deemed to
13 be holding by permission of the landlord or successor in estate of
14 the landlord, if applicable, and shall be entitled to hold under the
15 terms of the lease for another full year, and shall not be guilty of
16 an unlawful detainer during that year, and the holding over for that
17 period shall be taken and construed as a consent on the part of a
18 tenant to hold for another year.

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

23 3. When the tenant continues in possession, in person or by
24 subtenant, after a neglect or failure to perform other conditions or
25 covenants of the lease or agreement under which the property is
26 held, including any covenant not to assign or sublet, than the one
27 for the payment of rent, and three days' notice, excluding Saturdays
28 and Sundays and other judicial holidays, in writing, requiring the
29 performance of those conditions or covenants, or the possession
30 of the property, shall have been served upon the tenant, and if there
31 is a subtenant in actual occupation of the premises, also, upon the
32 subtenant. Within three days, excluding Saturdays and Sundays
33 and other judicial holidays, after the service of the notice, the
34 tenant, or any subtenant in actual occupation of the premises, or
35 any mortgagee of the term, or other person interested in its
36 continuance, may perform the conditions or covenants of the lease
37 or pay the stipulated rent, as the case may be, and thereby save the
38 lease from forfeiture; provided, if the conditions and covenants of
39 the lease, violated by the lessee, cannot afterward be performed,
40 then no notice, as last prescribed herein, need be given to the lessee

1 or the subtenant, demanding the performance of the violated
2 conditions or covenants of the lease.

3 A tenant may take proceedings, similar to those prescribed in
4 this chapter, to obtain possession of the premises let to a subtenant
5 or held by a servant, employee, agent, or licensee, in case of that
6 person’s unlawful detention of the premises underlet to or held by
7 that person.

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

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

31 5. When the tenant gives written notice as provided in Section
32 1946 of the Civil Code of the tenant’s intention to terminate the
33 hiring of the real property, or makes a written offer to surrender
34 which is accepted in writing by the landlord, but fails to deliver
35 possession at the time specified in that written notice, without the
36 permission of the landlord, or the successor in estate of the
37 landlord, if applicable.

38 6. As used in this section:
39 “COVID-19 rental debt” has the same meaning as defined in
40 Section 1179.02.

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

4 7. This section shall remain in effect until ~~February 1, 2025,~~
5 *January 1, 2026*, and as of that date is repealed.

6 SEC. 14. Section 1161 of the Code of Civil Procedure, as added
7 by Section 16 of Chapter 37 of the Statutes of 2020, is amended
8 to read:

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

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

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

1 notice or rent is deemed received by the owner on the date posted,
2 if the tenant can show proof of mailing to the name and address
3 provided by the owner), or the number of an account in a financial
4 institution into which the rental payment may be made, and the
5 name and street address of the institution (provided that the
6 institution is located within five miles of the rental property), or
7 if an electronic funds transfer procedure has been previously
8 established, that payment may be made pursuant to that procedure,
9 or possession of the property, shall have been served upon the
10 tenant and if there is a subtenant in actual occupation of the
11 premises, 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 if the tenant has held over and retained possession for more than
15 60 days after the expiration of the term without any demand of
16 possession or notice to quit by the landlord or the successor in
17 estate of the landlord, if applicable, the tenant shall be deemed to
18 be holding by permission of the landlord or successor in estate of
19 the landlord, if applicable, and shall be entitled to hold under the
20 terms of the lease for another full year, and shall not be guilty of
21 an unlawful detainer during that year, and the holding over for that
22 period shall be taken and construed as a consent on the part of a
23 tenant to hold for another year.

24 3. When the tenant continues in possession, in person or by
25 subtenant, after a neglect or failure to perform other conditions or
26 covenants of the lease or agreement under which the property is
27 held, including any covenant not to assign or sublet, than the one
28 for the payment of rent, and three days' notice, excluding Saturdays
29 and Sundays and other judicial holidays, in writing, requiring the
30 performance of those conditions or covenants, or the possession
31 of the property, shall have been served upon the tenant, and if there
32 is a subtenant in actual occupation of the premises, also, upon the
33 subtenant. Within three days, excluding Saturdays and Sundays
34 and other judicial holidays, after the service of the notice, the
35 tenant, or any subtenant in actual occupation of the premises, or
36 any mortgagee of the term, or other person interested in its
37 continuance, may perform the conditions or covenants of the lease
38 or pay the stipulated rent, as the case may be, and thereby save the
39 lease from forfeiture; provided, if the conditions and covenants of
40 the lease, violated by the lessee, cannot afterward be performed,

1 then no notice, as last prescribed herein, need be given to the lessee
2 or the subtenant, demanding the performance of the violated
3 conditions or covenants of the lease.

4 A tenant may take proceedings, similar to those prescribed in
5 this chapter, to obtain possession of the premises let to a subtenant
6 or held by a servant, employee, agent, or licensee, in case of that
7 person's unlawful detention of the premises underlet to or held by
8 that person.

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

27 5. When the tenant gives written notice as provided in Section
28 1946 of the Civil Code of the tenant's intention to terminate the
29 hiring of the real property, or makes a written offer to surrender
30 which is accepted in writing by the landlord, but fails to deliver
31 possession at the time specified in that written notice, without the
32 permission of the landlord, or the successor in estate of the
33 landlord, if applicable.

34 6. As used in this section, "tenant" includes any person who
35 hires real property except those persons whose occupancy is
36 described in subdivision (b) of Section 1940 of the Civil Code.

37 7. This section shall become operative on ~~February 1, 2025.~~
38 *January 1, 2026.*

1 SEC. 15. Section 1161.2 of the Code of Civil Procedure, as
2 amended by Section 17 of Chapter 37 of the Statutes of 2020, is
3 amended to read:

4 1161.2. (a) (1) The clerk shall allow access to limited civil
5 case records filed under this chapter, including the court file, index,
6 and register of actions, only as follows:

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

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

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

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

16 (E) Except as provided in subparagraph (G), to any person by
17 order of the court if judgment is entered for the plaintiff after trial
18 more than 60 days since the filing of the complaint. The court shall
19 issue the order upon issuing judgment for the plaintiff.

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

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

35 (ii) Subparagraphs (E) and (F) shall not apply if the plaintiff
36 filed the action between March 4, 2020, and ~~January 31,~~ *December*
37 *31,* 2021, and the action is based on an alleged default in the
38 payment of rent.

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

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

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

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

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

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

32 (1) The name and telephone number of the county bar
33 association.

34 (2) The name and telephone number of any entity that requests
35 inclusion on the notice and demonstrates to the satisfaction of the
36 court that it has been certified by the State Bar of California as a
37 lawyer referral service and maintains a panel of attorneys qualified
38 in the practice of landlord-tenant law pursuant to the minimum
39 standards for a lawyer referral service established by the State Bar

1 of California and Section 6155 of the Business and Professions
2 Code.

3 (3) The following statement:

4
5 “The State Bar of California certifies lawyer referral services in
6 California and publishes a list of certified lawyer referral services
7 organized by county. To locate a lawyer referral service in your
8 county, go to the State Bar’s internet website at www.calbar.ca.gov
9 or call 1-866-442-2529.”

10
11 (4) The name and telephone number of an office or offices
12 funded by the federal Legal Services Corporation or qualified legal
13 services projects that receive funds distributed pursuant to Section
14 6216 of the Business and Professions Code that provide legal
15 services to low-income persons in the county in which the action
16 is filed. The notice shall state that these telephone numbers may
17 be called for legal advice regarding the case. The notice shall be
18 issued between 24 and 48 hours of the filing of the complaint,
19 excluding weekends and holidays. One copy of the notice shall be
20 addressed to “all occupants” and mailed separately to the subject
21 premises. The notice shall not constitute service of the summons
22 and complaint.

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

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

31 (f) This section does not alter any provision of the Evidence
32 Code.

33 (g) This section shall remain in effect until ~~February 1, 2021,~~
34 *January 1, 2022*, and as of that date is repealed.

35 SEC. 16. Section 1161.2 of the Code of Civil Procedure, as
36 added by Section 18 of Chapter 37 of the Statutes of 2020, is
37 amended to read:

38 1161.2. (a) (1) The clerk shall allow access to limited civil
39 case records filed under this chapter, including the court file, index,
40 and register of actions, only as follows:

- 1 (A) To a party to the action, including a party’s attorney.
2 (B) To a person who provides the clerk with the names of at
3 least one plaintiff and one defendant and the address of the
4 premises, including the apartment or unit number, if any.
5 (C) To a resident of the premises who provides the clerk with
6 the name of one of the parties or the case number and shows proof
7 of residency.
8 (D) To a person by order of the court, which may be granted ex
9 parte, on a showing of good cause.
10 (E) To any person by order of the court if judgment is entered
11 for the plaintiff after trial more than 60 days since the filing of the
12 complaint. The court shall issue the order upon issuing judgment
13 for the plaintiff.
14 (F) Except as provided in subparagraph (G), to any other person
15 60 days after the complaint has been filed if *judgment against all*
16 *defendants has been entered for the plaintiff* ~~prevails in the action~~
17 within 60 days of the filing of the complaint, in which case the
18 clerk shall allow access to any court records in the action. If a
19 default or default judgment is set aside more than 60 days after
20 the complaint has been filed, this section shall apply as if the
21 complaint had been filed on the date the default or default judgment
22 is set aside.
23 (G) In the case of a complaint involving residential property
24 based on Section 1161a as indicated in the caption of the complaint,
25 as required in subdivision (c) of Section 1166, to any other person,
26 if 60 days have elapsed since the complaint was filed with the
27 court, and, as of that date, judgment against all defendants has
28 been entered for the plaintiff, after a trial.
29 (2) This section shall not be construed to prohibit the court from
30 issuing an order that bars access to the court record in an action
31 filed under this chapter if the parties to the action so stipulate.
32 (b) (1) For purposes of this section, “good cause” includes, but
33 is not limited to, both of the following:
34 (A) The gathering of newsworthy facts by a person described
35 in Section 1070 of the Evidence Code.
36 (B) The gathering of evidence by a party to an unlawful detainer
37 action solely for the purpose of making a request for judicial notice
38 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 number,
14 of the subject premises, or (2) provides to the clerk the name of
15 one of the parties in the action or the case number and can establish
16 through proper identification that the person lives at the subject
17 premises. The notice shall also contain a statement that access to
18 the court index, register of actions, or other records is not permitted
19 until 60 days after the complaint is filed, except pursuant to an
20 order upon a showing of good cause for access. The notice shall
21 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 Bar
30 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 in
34 California and publishes a list of certified lawyer referral services
35 organized by county. To locate a lawyer referral service in your
36 county, go to the State Bar’s internet website at www.calbar.ca.gov
37 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 legal
40 services projects that receive funds distributed pursuant to Section

1 6216 of the Business and Professions Code that provide legal
2 services to low-income persons in the county in which the action
3 is filed. The notice shall state that these telephone numbers may
4 be called for legal advice regarding the case. The notice shall be
5 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 *January 1, 2022.*

22 SEC. 17. Section 1161.2.5 of the Code of Civil Procedure, as
23 added by Section 19 of Chapter 37 of the Statutes of 2020, is
24 amended to read:

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

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

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

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

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

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

1 or a cover page, the phrase “ACTION FOR RECOVERY OF
2 COVID-19 RENTAL DEBT AS DEFINED UNDER SECTION
3 1179.02” in bold, capital letters, in 12 point or larger font.

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

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

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

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

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

16 (d) This section shall remain in effect until ~~February 1, 2021,~~
17 *January 1, 2022*, and as of that date is repealed.

18 SEC. 18. Section 1179.02 of the Code of Civil Procedure is
19 amended to read:

20 1179.02. For purposes of this chapter:

21 (a) “Covered time period” means the time period between March
22 1, 2020, and ~~January 31,~~ *December 31, 2021*.

23 (b) “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 a tenant’s 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
37 that have reduced a tenant’s income or increased a tenant’s
38 expenses.

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

4 (d) “Declaration of COVID-19-related financial distress” means
5 the following written statement:

6 I am currently unable to pay my rent or other financial
7 obligations under the lease in full because of one or more of the
8 following:

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

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

12 3. Increased expenses directly related to health impacts of the
13 COVID-19 pandemic.

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

17 5. Increased costs for childcare or attending to an elderly,
18 disabled, or sick family member directly related to the COVID-19
19 pandemic.

20 6. Other circumstances related to the COVID-19 pandemic that
21 have reduced my income or increased my expenses.

22 Any public assistance, including unemployment insurance,
23 pandemic unemployment assistance, state disability insurance
24 (SDI), or paid family leave, that I have received since the start of
25 the COVID-19 pandemic does not fully make up for my loss of
26 income and/or increased expenses.

27 Signed under penalty of perjury:

28 Dated:

29 (e) “Landlord” includes all of the following or the agent of any
30 of the following:

31 (1) An owner of residential real property.

32 (2) An owner of a residential rental unit.

33 (3) An owner of a mobilehome park.

34 (4) An owner of a mobilehome park space or lot.

35 (f) “Protected time period” means the time period between
36 March 1, 2020, and August 31, 2020.

37 (g) “Rental payment” means rent or any other financial
38 obligation of a tenant under the tenancy.

39 (h) “Tenant” means any natural person who hires real property
40 except any of the following:

1 (1) Tenants of commercial property, as defined in subdivision
2 (c) of Section 1162 of the Civil Code.

3 (2) Those persons whose occupancy is described in subdivision
4 (b) of Section 1940 of the Civil Code.

5 (i) “Transition time period” means the time period between
6 September 1, 2020, and ~~January 31,~~ *December 31, 2021.*

7 SEC. 19. Section 1179.02.5 of the Code of Civil Procedure is
8 amended to read:

9 1179.02.5. (a) For purposes of this section:

10 (1) (A) “High-income tenant” means a tenant with an annual
11 household income of 130 percent of the median income, as
12 published by the Department of Housing and Community
13 Development in the Official State Income Limits for 2020, for the
14 county in which the residential rental property is located.

15 (B) For purposes of this paragraph, all lawful occupants of the
16 residential rental unit, including minor children, shall be considered
17 in determining household size.

18 (C) “High-income tenant” shall not include a tenant with a
19 household income of less than one hundred thousand dollars
20 (\$100,000).

21 (2) “Proof of income” means any of the following:

22 (A) A tax return.

23 (B) A W-2.

24 (C) A written statement from a tenant’s employer that specifies
25 the tenant’s income.

26 (D) Pay stubs.

27 (E) Documentation showing regular distributions from a trust,
28 annuity, 401k, pension, or other financial instrument.

29 (F) Documentation of court-ordered payments, including, but
30 not limited to, spousal support or child support.

31 (G) Documentation from a government agency showing receipt
32 of public assistance benefits, including, but not limited to, social
33 security, unemployment insurance, disability insurance, or paid
34 family leave.

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

37 (b) (1) This section shall apply only if the landlord has proof
38 of income in the landlord’s possession before the service of the
39 notice showing that the tenant is a high-income tenant.

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

1 (A) Authorize a landlord to demand proof of income from the
2 tenant.

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

5 (C) (i) Entitle a landlord to obtain, or authorize a landlord to
6 attempt to obtain, confidential financial records from a tenant’s
7 employer, a government agency, financial institution, or any other
8 source.

9 (ii) Confidential information described in clause (i) shall not
10 constitute valid proof of income unless it was lawfully obtained
11 by the landlord with the tenant’s consent during the tenant
12 screening process.

13 (3) Paragraph (2) does not alter a party’s rights under Title 4
14 (commencing with Section 2016.010), Chapter 4 (commencing
15 with Section 708.010) of Title 9, or any other law.

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

28 (d) (1) A high-income tenant is required to comply with the
29 requirements of subdivision (c) only if the landlord has included
30 the following language on the notice served pursuant to subdivision
31 (b) or (c) of Section 1179.03 in at least 12-point font:

32 “Proof of income on file with your landlord indicates that your
33 household makes at least 130 percent of the median income for
34 the county where the rental property is located, as published by
35 the Department of Housing and Community Development in the
36 Official State Income Limits for 2020. As a result, if you claim
37 that you are unable to pay the amount demanded by this notice
38 because you have suffered COVID-19-related financial distress,
39 you are required to submit to your landlord documentation
40 supporting your claim together with the completed declaration of

1 COVID-19-related financial distress provided with this notice. If
2 you fail to submit this documentation together with your
3 declaration of COVID-19-related financial distress, and you do
4 not either pay the amount demanded in this notice or deliver
5 possession of the premises back to your landlord as required by
6 this notice, you will not be covered by the eviction protections
7 enacted by the California Legislature as a result of the COVID-19
8 pandemic, and your landlord can begin eviction proceedings against
9 you as soon as this 15-day notice expires.”

10 (2) *A tenant shall not be considered a high-income tenant and*
11 *shall not be required to comply with the requirements of*
12 *subdivision (c) unless the landlord has included a copy of the proof*
13 *of income described in paragraph (1) that demonstrates that the*
14 *tenant qualifies as a high-income tenant with the notice served*
15 *pursuant to subdivision (b) or (c) of Section 1179.03.*

16 (e) A high-income tenant that fails to comply with subdivision
17 (c) shall not be subject to the protections of subdivision (g) of
18 Section 1179.03.

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

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

32 SEC. 20. Section 1179.03 of the Code of Civil Procedure is
33 amended to read:

34 1179.03. (a) (1) Any notice that demands payment of
35 COVID-19 rental debt served pursuant to subdivision (e) of Section
36 798.56 of the Civil Code or paragraph (2) or (3) of Section 1161
37 shall be modified as required by this section. A notice which does
38 not meet the requirements of this section, *including by modifying*
39 *or adding to the language of the notice*, 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 the
23 landlord on or before the date that the notice to pay rent or quit or
24 notice to perform covenants or quit expires, by any of the methods
25 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 do not need to enter into a*
 2 *repayment agreement or any other agreement with your landlord*
 3 *to have these protections.* You should keep careful track of what
 4 you have paid and any amount you still owe to protect your rights
 5 and avoid future disputes. Failure to respond to this notice may
 6 result in an unlawful detainer action (eviction) being filed against
 7 you.

8 For information about legal resources that may be available to
 9 you, visit lawhelpca.org.”

10 (5) *Any language that is altered or added to the notice provided*
 11 *in paragraph (4) shall be void and nonbinding as a matter of public*
 12 *policy.*

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

16 (1) The time period in which the tenant may pay the amount
 17 due or deliver possession of the property shall be no shorter than
 18 15 days, excluding Saturdays, Sundays, and other judicial holidays.

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

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

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

29 “NOTICE FROM THE STATE OF CALIFORNIA: If you are
 30 unable to pay the amount demanded in this notice, and have
 31 decreased income or increased expenses due to COVID-19, you
 32 may 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, and your landlord will not be able to
 35 evict you for this missed payment so long as you make the
 36 minimum payment (see below). You will still owe this money to
 37 your landlord. You should keep a copy or picture of the signed
 38 form for your records.

39 If you provide the declaration form to your landlord as described
 40 above AND, on or before ~~January 31~~, *December 31*, 2021, you

1 pay an amount that equals at least 25 percent of each rental
2 payment that came due or will come due during the period between
3 September 1, 2020, and ~~January 31, December 31, 2021~~, that you
4 were unable to pay as a result of decreased income or increased
5 expenses due to COVID-19, your landlord cannot evict you. Your
6 landlord may require you to submit a new declaration form for
7 each rental payment that you do not pay that comes due between
8 September 1, 2020, and ~~January 31, December 31, 2021~~.

9 For example, if you provided a declaration form to your landlord
10 regarding your decreased income or increased expenses due to
11 COVID-19 that prevented you from making your rental payment
12 in September and October of 2020, your landlord could not evict
13 you if, on or before ~~January 31, December 31, 2021~~, you made a
14 payment equal to 25 percent of September’s and October’s rental
15 payment (i.e., half a month’s rent). If you were unable to pay any
16 of the rental payments that came due between September 1, 2020,
17 and ~~January 31, December 31, 2021~~, and you provided your
18 landlord with the declarations in response to each 15-day notice
19 your landlord sent to you during that time period, your landlord
20 could not evict you if, on or before ~~January 31, December 31,~~
21 2021, you paid your landlord an amount equal to 25 percent of all
22 the rental payments due from September of 2020 through ~~January~~
23 ~~December of 2021~~ (i.e., ~~one and a quarter~~ four month’s rent).

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

30 For information about legal resources that may be available to
31 you, visit lawhelpca.org.”

32 (d) An unsigned copy of a declaration of COVID-19-related
33 financial distress shall accompany each notice delivered to a tenant
34 to which subdivision (b) or (c) is applicable. If the landlord was
35 required, pursuant to Section 1632 of the Civil Code, to provide
36 a translation of the rental contract or agreement in the language in
37 which the contract or agreement was negotiated, the landlord shall
38 also provide the unsigned copy of a declaration of
39 COVID-19-related financial distress to the tenant in the language
40 in which the contract or agreement was negotiated. The Department

1 of Real Estate shall make available an official translation of the
 2 text required by paragraph (4) of subdivision (b) and paragraph
 3 (4) of subdivision ~~(e)~~ (c), as it read on August 31, 2020, in the
 4 languages specified in Section 1632 of the Civil Code by no later
 5 than September 15, 2020. *The Department of Real Estate shall*
 6 *make available an official translation of the text required by*
 7 *paragraph (4) of subdivision (c), as it read on the effective date*
 8 *of the act that added this sentence, in the languages specified in*
 9 *Section 1632 of the Civil Code, within 15 days of the effective date*
 10 *of the act that added this sentence.*

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

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

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

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

20 (3) Through United States mail to the address indicated by the
 21 landlord in the notice. If the landlord does not provide an address
 22 pursuant to subparagraph (1), then it shall be conclusively
 23 presumed that upon the mailing of the declaration by the tenant to
 24 the address provided by the landlord, the declaration is deemed
 25 received by the landlord on the date posted, if the tenant can show
 26 proof of mailing to the address provided by the landlord.

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

30 (g) Except as provided in Section 1179.02.5, the following shall
 31 apply to a tenant who, within 15 days of service of the notice
 32 specified in subdivision (b) or (c), excluding Saturdays, Sundays,
 33 and other judicial holidays, demanding payment of COVID-19
 34 rental debt delivers a declaration of COVID-19-related financial
 35 distress to the landlord by any of the methods provided in
 36 subdivision (f):

37 (1) With respect to a notice served pursuant to subdivision (b),
 38 the tenant shall not then or thereafter be deemed to be in default
 39 with regard to that COVID-19 rental debt for purposes of

1 subdivision (e) of Section 798.56 of the Civil Code or paragraphs
2 (2) and (3) of Section 1161.

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

5 (A) Except as provided by subparagraph (B), the landlord ~~may~~
6 *shall* not initiate an unlawful detainer action before ~~February 1,~~
7 ~~2021.~~ *January 1, 2022.*

8 (B) A tenant shall not be guilty of unlawful detainer, now or in
9 the future, based upon nonpayment of COVID-19 rental debt that
10 came due during the transition period if, ~~on or before January 31,~~
11 ~~2021,~~ *at any point before the end of the transition period,* the tenant
12 tenders one or more payments that, when taken together, are of an
13 amount equal to or not less than 25 percent of each transition period
14 rental payment demanded in one or more notices served pursuant
15 to subsection (c) and for which the tenant complied with this
16 subdivision by timely delivering a declaration of COVID-19-related
17 financial distress to the landlord.

18 (h) (1) (A) Within the time prescribed in Section 1167, a tenant
19 shall be permitted to file *with the court* a signed declaration of
20 COVID-19-related financial ~~distress with the court.~~ *distress, as*
21 *defined in subdivision (d) of Section 1179.02. If the case is based*
22 *on multiple notices, one declaration shall be sufficient for purposes*
23 *of this subdivision.*

24 (B) If the tenant files a signed declaration of COVID-19-related
25 financial distress with the court pursuant to this subdivision, the
26 court shall dismiss the case, pursuant to paragraph (2), if the court
27 finds, after a noticed hearing on the matter, that the tenant's failure
28 to ~~return~~ *provide* a declaration of COVID-19-related financial
29 distress within the time required by subdivision ~~(g)~~ *(f)* was the
30 result of mistake, inadvertence, surprise, or excusable neglect, as
31 those terms have been interpreted under subdivision (b) of Section
32 473.

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

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

1 (A) If the case was based in whole or in part upon a notice
2 served pursuant to subdivision (b), the court shall dismiss any
3 cause of action based on the notice served pursuant to subdivision
4 (b).

5 (B) Before ~~February 1, 2021~~, *January 1, 2022*, if the case is
6 based in whole or in part on a notice served pursuant to subdivision
7 (c), the court shall dismiss any cause of action based on the notice
8 served pursuant to subdivision (c).

9 (C) On or after ~~February 1, 2021~~, *January 1, 2022*, if the case
10 is based in whole or in part on a notice served pursuant to
11 subdivision (c), the court shall dismiss any cause of action based
12 upon the notice served pursuant to subdivision (c) if the tenant,
13 within five days of the court’s order to do so, makes the payment
14 required by subparagraph (B) of paragraph (1) of subdivision (g),
15 provided that if the fifth day falls on a Saturday, Sunday, or judicial
16 holiday the last day to pay shall be extended to the next court day.

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

21 (i) Notwithstanding any other law, a notice which is served
22 pursuant to subdivision (b) or (c) that complies with the
23 requirements of this chapter and subdivision (e) of Section 798.56
24 of the Civil Code or paragraphs (2) and (3) of Section 1161, as
25 applicable, need not include specific language required by any
26 ordinance, resolution, regulation, or administrative action adopted
27 by a city, county, or city and county.

28 SEC. 21. Section 1179.03.5 of the Code of Civil Procedure is
29 amended to read:

30 1179.03.5. (a) Before ~~February 1, 2021~~ *January 1, 2022*, a
31 court may not find a tenant guilty of an unlawful detainer unless
32 it finds that one of the following applies:

33 (1) The tenant was guilty of the unlawful detainer before March
34 1, 2020.

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

39 (3) (A) The unlawful detainer arises because of a termination
40 of tenancy for any of the following:

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

3 (ii) (I) A no-fault just cause, as defined in paragraph (2) of
4 subdivision (b) of Section 1946.2 of the Civil Code, other than
5 intent to demolish or to substantially remodel the residential real
6 property, as defined in subparagraph (D) of paragraph (2) of
7 subdivision (b) of Section 1946.2.

8 (II) Notwithstanding subclause (I), termination of a tenancy
9 based on intent to demolish or to substantially remodel the
10 residential real property shall be permitted if necessary to maintain
11 compliance with the requirements of Section 1941.1 of the Civil
12 Code, Section 17920.3 or 17920.10 of the Health and Safety Code,
13 or any other applicable law governing the habitability of residential
14 rental units.

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

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

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

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

31 SEC. 22. Section 1179.04.5 is added to the Code of Civil
32 Procedure, to read:

33 1179.04.5. Notwithstanding Sections 1470, 1947, and 1950 of
34 the Civil Code, or any other law, for the duration of any tenancy
35 that existed during the covered time period, a landlord shall not
36 do either of the following:

37 (a) Apply a security deposit to satisfy COVID-19 rental debt
38 unless the tenant has agreed in writing to allow the deposit to be
39 so applied. Nothing in this paragraph shall prohibit a landlord from
40 applying a security deposit to satisfy COVID-19 rental debt after

1 the tenancy ends, in accordance with Section 1950.5 of the Civil
2 Code.

3 (b) Apply a monthly rental payment to any COVID-19 rental
4 debt other than the prospective month’s rent, unless the tenant has
5 agreed in writing to allow the payment to be so applied.

6 SEC. 23. Section 1179.07 of the Code of Civil Procedure is
7 amended to read:

8 1179.07. This chapter shall remain in effect until ~~February 1,~~
9 ~~2025,~~ *January 1, 2026*, and as of that date is repealed.

10 SEC. 24. No reimbursement is required by this act pursuant to
11 Section 6 of Article XIII B of the California Constitution because
12 the only costs that may be incurred by a local agency or school
13 district will be incurred because this act creates a new crime or
14 infraction, eliminates a crime or infraction, or changes the penalty
15 for a crime or infraction, within the meaning of Section 17556 of
16 the Government Code, or changes the definition of a crime within
17 the meaning of Section 6 of Article XIII B of the California
18 Constitution.

19 SEC. 25. This act is an urgency statute necessary for the
20 immediate preservation of the public peace, health, or safety within
21 the meaning of Article IV of the California Constitution and shall
22 go into immediate effect. The facts constituting the necessity are:

23 To avert economic and social harm by providing a structure for
24 temporary relief to financially distressed tenants, homeowners,
25 and small landlords during the public health emergency, it is
26 necessary that this act take effect immediately.

ASSEMBLY BILL

No. 16

Introduced by Assembly Member Chiu

December 7, 2020

An act relating to tenancies.

LEGISLATIVE COUNSEL'S DIGEST

AB 16, as introduced, Chiu. Tenancies: Tenant, Small Landlord, and Affordable Housing Provider Stabilization Act of 2021.

Existing law, the COVID-19 Tenant Relief Act of 2020, establishes certain procedural requirements and limitations on evictions for nonpayment of rent due to COVID-19 rental debt, as defined. The act prohibits a tenant that delivers a declaration of COVID-19-related financial distress from being deemed in default with regard to the COVID-19 rental debt, as specified. Existing law defines COVID-19 rental debt as unpaid rent or any other unpaid financial obligation of a tenant that came due between March 1, 2020, and January 31, 2021. Existing law repeals the act on February 1, 2025.

This bill would state the intent of the Legislature to enact the Tenant, Small Landlord, and Affordable Housing Provider Stabilization Act of 2021 to address the long-term financial impacts of the COVID-19 pandemic on renters, small landlords, and affordable housing providers, ensure ongoing housing stability for tenants at risk of eviction, and stabilize rental properties at risk of foreclosure. This bill would include legislative findings and declarations in support of the intended legislation.

Vote: majority. Appropriation: no. Fiscal committee: no.
State-mandated local program: no.

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

1 SECTION 1. The Legislature finds and declares all of the
2 following:

3 (a) On March 4, 2020, Governor Gavin Newsom proclaimed a
4 state of emergency in response to the COVID-19 pandemic.
5 Measures necessary to contain the spread of COVID-19 have
6 brought about widespread economic and societal disruption, placing
7 the state in unprecedented circumstances.

8 (b) In response to the COVID-19 pandemic, on August 31, 2020,
9 the Legislature passed and the Governor signed into law Assembly
10 Bill 3088 (Chapter 37 of the Statutes of 2020) which created the
11 Tenant, Homeowner, and Small Landlord Relief and Stabilization
12 Act of 2020 (hereafter “the Act”). While the Act provided
13 much-needed temporary protections for renters and property
14 owners, the economic repercussions of the pandemic and the
15 necessary public health response on tenants, small landlords, and
16 affordable housing providers may last for years to come, and have
17 disproportionately impacted people and communities of color,
18 exacerbating California’s racial justice challenges.

19 (d) The pandemic, its disproportionate effects, and responses
20 to it have also laid bare and exacerbated structural issues related
21 to the planning, development, and disposition of housing that
22 threaten to impede our state’s recovery and leave some groups
23 behind.

24 (e) Whereas in response to the COVID-19 emergency, some
25 local governments have dedicated funds to rental assistance and
26 debt relief for tenants and property owners, a coordinated statewide
27 program does not yet exist.

28 (f) In order to ensure a just recovery from the COVID-19
29 pandemic, it is therefore necessary to invest public funds to
30 stabilize renters, small landlords, and affordable housing providers.
31 Such funds must be accompanied by policies that address the
32 factors displacing tenants from their homes and communities,
33 which create additional risk of exposure, threaten public health,
34 and threaten to delay recovery if not addressed. A failure to do so
35 could threaten the state’s ability to curb transmission of COVID-19
36 while also creating long-term consequences for the financial
37 stability of all parties.

1 (g) It is, therefore, the intent of the Legislature and the State of
2 California to establish through statute a framework for distributing
3 financial support to ensure long-term stability for renters, small
4 landlords, and affordable housing providers, protect tenants from
5 displacement during the ongoing public health crisis, and ensure
6 an equitable, broadly shared recovery.

7 SEC. 2. This act shall be known, and may be cited, as the
8 Tenant, Small Landlord, and Affordable Housing Provider
9 Stabilization Act of 2021.

10 SEC. 3. It is the intent of the Legislature to subsequently amend
11 this measure and enact the Tenant, Small Landlord, and Affordable
12 Housing Provider Stabilization Act of 2021 to address the
13 long-term financial impacts of the COVID-19 pandemic on renters,
14 small landlords, and affordable housing providers, ensure ongoing
15 housing stability for tenants at risk of eviction, and stabilize rental
16 properties at risk of foreclosure.

Introduction Form

By a Member of the Board of Supervisors or Mayor

Time stamp
or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion or Charter Amendment).
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning : "Supervisor inquiries"
- 5. City Attorney Request.
- 6. Call File No. from Committee.
- 7. Budget Analyst request (attached written motion).
- 8. Substitute Legislation File No.
- 9. Reactivate File No.
- 10. Topic submitted for Mayoral Appearance before the BOS on

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use the Imperative Form.

Sponsor(s):

Subject:

The text is listed:

Resolution in support of California State Assembly Bills 15 and 16, introduced on December 7, 2020 by Assemblymember David Chiu (AD-17), which would extend certain eviction protections through December 31, 2021 and establish a fund and framework for distribution of financial support to ensure long-term stability for renters, small landlords, and affordable housing providers, protect tenants during the ongoing public health crisis, and ensure an equitable, broadly shared recovery.

Signature of Sponsoring Supervisor:

For Clerk's Use Only