

West's Annotated California Codes [Currentness](#)

Civil Code ([Refs & Annos](#))

Division 3. Obligations ([Refs & Annos](#))

Part 4. Obligations Arising from Particular Transactions ([Refs & Annos](#))

▢ Title 5. Hiring

→ Chapter 2. Hiring of Real Property ([Refs & Annos](#))

→ § 1940. Application of chapter; “persons who hire” and “dwelling unit”

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

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

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

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

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

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

(C) Maid, mail, and room services.

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

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

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

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

§ 1940.1. Occupants of residential hotels; moving or checking out and reregistering

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

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

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

§ 1940.2. Unlawful actions by landlord to influence tenant to vacate; civil penalties; oral or written notice of violations of lease

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

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

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

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

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

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

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

(d) Nothing in this section shall enlarge or diminish a landlord's right to terminate a tenancy pursuant to existing state or local law; nor shall this section enlarge or diminish any ability of local government to regulate or enforce a prohibition against a landlord's harassment of a tenant.

§ 1940.3. Immigration or citizenship status; city and county legislation prohibited; unlawful actions by landlord

(a) No city, county, or city and county shall, by statute, ordinance, or regulation, or by administrative action implementing any statute, ordinance, or regulation, compel a landlord or any agent of the landlord to make any inquiry, compile, disclose, report, or provide any information, prohibit offering or continuing to offer, accommodations in the property for rent or lease, or otherwise take any action regarding or based on the immigration or citizenship status of a tenant, prospective tenant, occupant, or prospective occupant of residential rental property.

(b) No landlord or any agent of the landlord shall do any of the following:

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

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

(c) Nothing in this section shall prohibit a landlord from either:

(1) Complying with any legal obligation under federal law.

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

§ 1940.5. Refusal to rent to otherwise qualified tenant on basis of possession of waterbed prohibited; requirements and conditions

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

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

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

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

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

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

(f) Subject to the notice requirements of [Section 1954](#), the owner, or the owner's agent, shall have the right to inspect the bedding installation upon completion, and periodically thereafter, to insure its conformity with this section. If installation or maintenance is not in conformity with this section, the owner may serve the tenant with a written notice of

breach of the rental agreement. The owner may give the tenant three days either to bring the installation into conformity with those standards or to remove the bedding, unless there is an immediate danger to the structure, in which case there shall be immediate corrective action. If the bedding is installed by any person other than the tenant or prospective tenant, the tenant or prospective tenant shall deliver to the owner or to the owner's agent a written installation receipt stating the installer's name and business affiliation where appropriate.

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

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

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

[§ 1940.6. Demolition of residential dwelling unit; notice to prospective tenants; contents; remedies and civil penalties for noncompliance; attorneys fees](#)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) For purposes of this section:

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

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

§ 1940.7. Disclosure of former federal or state ordnance locations

(a) The Legislature finds and declares that the December 10, 1983, tragedy in Tierra Santa, in which lives were lost as a result of a live munition exploding in a residential area that was formerly a military ordnance location, has demonstrated (1) the unique and heretofore unknown risk that there are other live munitions in former ordnance locations in California, (2) that these former ordnance locations need to be identified by the federal, state, or local authorities, and (3) that the people living in the neighborhood of these former ordnance locations should be notified of their existence. Therefore, it is the intent of the Legislature that the disclosure required by this section is solely warranted and limited

by (1) the fact that these former ordnance locations cannot be readily observed or discovered by landlords and tenants, and (2) the ability of a landlord who has actual knowledge of a former ordnance location within the neighborhood of his or her rental property to disclose this information for the safety of the tenant.

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

(c) For purposes of this section:

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

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

§ 1940.7.5. Repealed by Stats.2003, c. 422 (A.B.24), § 2, operative Jan. 1, 2006

§ 1940.8. Pest control company notices

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

§ 1940.9. Gas and electric meters; notice to tenant when meter serves area outside tenant's dwelling unit; cost of services; remedies

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

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

(2) Make other arrangements, as are mutually agreed in writing, for payment for the gas or electric service provided through the tenant's meter to serve areas outside the tenant's dwelling unit. These arrangements may include, but are not limited to, the landlord becoming the customer of record for the tenant's meter, or the landlord separately metering and becoming the customer of record for the area outside the tenant's dwelling unit.

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

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

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

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

§ 1941. Buildings for human occupancy; fitness; repairs

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

§ 1941.1. Untenable dwellings

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

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

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

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

- (d) Heating facilities that conformed with applicable law at the time of installation, maintained in good working order.
- (e) Electrical lighting, with wiring and electrical equipment that conformed with applicable law at the time of installation, maintained in good working order.
- (f) Building, grounds, and appurtenances at the time of the commencement of the lease or rental agreement, and all areas under control of the landlord, kept in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin.
- (g) An adequate number of appropriate receptacles for garbage and rubbish, in clean condition and good repair at the time of the commencement of the lease or rental agreement, with the landlord providing appropriate serviceable receptacles thereafter and being responsible for the clean condition and good repair of the receptacles under his or her control.
- (h) Floors, stairways, and railings maintained in good repair.
- (i) A locking mail receptacle for each residential unit in a residential hotel, as required by [Section 17958.3 of the Health and Safety Code](#). This subdivision shall become operative on July 1, 2008.

§ 1941.2. Tenant's affirmative obligations

- (a) No duty on the part of the landlord to repair a dilapidation shall arise under [Section 1941](#) or [1942](#) if the tenant is in substantial violation of any of the following affirmative obligations, provided the tenant's violation contributes substantially to the existence of the dilapidation or interferes substantially with the landlord's obligation under [Section 1941](#) to effect the necessary repairs:
- (1) To keep that part of the premises which he occupies and uses clean and sanitary as the condition of the premises permits.
 - (2) To dispose from his dwelling unit of all rubbish, garbage and other waste, in a clean and sanitary manner.
 - (3) To properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits.
 - (4) Not to permit any person on the premises, with his permission, to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment, or appurtenances thereto, nor himself do any such thing.

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

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

§ 1941.3. Buildings intended for human habitation; landlord's duties; tenants' duties; violations; exempt buildings

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

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

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

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

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

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

(b) The tenant shall be responsible for notifying the owner or his or her authorized agent when the tenant becomes

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

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

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

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

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

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

§ 1941.4. Residential buildings; lessors' responsibilities; inside telephone wiring

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

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

§ 1942. Repairs by tenant; rent deduction or vacation of premises; presumption; limit; nonavailability of remedy; additional remedy

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

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

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

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

§ 1942.1. Waiver of rights; public policy; arbitration of untenability

Any agreement by a lessee of a dwelling waiving or modifying his rights under [Section 1941](#) or [1942](#) shall be void as contrary to public policy with respect to any condition which renders the premises untenable, except that the lessor and the lessee may agree that the lessee shall undertake to improve, repair or maintain all or stipulated portions of the dwelling as part of the consideration for rental.

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

§ 1942.3. Unlawful detainer; burden of proof; rebuttable presumption landlord breached habitability requirements; conditions

(a) In any unlawful detainer action by the landlord to recover possession from a tenant, a rebuttable presumption af-

fecting the burden of producing evidence that the landlord has breached the habitability requirements in [Section 1941](#) is created if all of the following conditions exist:

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

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

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

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

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

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

§ 1942.4. Demand, collection or increase of rent under certain enumerated conditions; landlord liability; attorney's fees; abatement and repair; additional remedies

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

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

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

repair the substandard conditions.

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

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

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

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

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

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

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

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

§ 1942.5. Retaliation; prohibited acts; violations; remedies; penalties

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

lowing:

- (1) After the date upon which the lessee, in good faith, has given notice pursuant to [Section 1942](#), or has made an oral complaint to the lessor regarding tenantability.
- (2) After the date upon which the lessee, in good faith, has filed a written complaint, or an oral complaint which is registered or otherwise recorded in writing, with an appropriate agency, of which the lessor has notice, for the purpose of obtaining correction of a condition relating to tenantability.
- (3) After the date of an inspection or issuance of a citation, resulting from a complaint described in paragraph (2) of which the lessor did not have notice.
- (4) After the filing of appropriate documents commencing a judicial or arbitration proceeding involving the issue of tenantability.
- (5) After entry of judgment or the signing of an arbitration award, if any, when in the judicial proceeding or arbitration the issue of tenantability is determined adversely to the lessor.

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

- (b) A lessee may not invoke subdivision (a) more than once in any 12-month period.
- (c) It is unlawful for a lessor to increase rent, decrease services, cause a lessee to quit involuntarily, bring an action to recover possession, or threaten to do any of those acts, for the purpose of retaliating against the lessee because he or she has lawfully organized or participated in a lessees' association or an organization advocating lessees' rights or has lawfully and peaceably exercised any rights under the law. In an action brought by or against the lessee pursuant to this subdivision, the lessee shall bear the burden of producing evidence that the lessor's conduct was, in fact, retaliatory.
- (d) Nothing in this section shall be construed as limiting in any way the exercise by the lessor of his or her rights under any lease or agreement or any law pertaining to the hiring of property or his or her right to do any of the acts described in subdivision (a) or (c) for any lawful cause. Any waiver by a lessee of his or her rights under this section is void as contrary to public policy.
- (e) Notwithstanding subdivisions (a) to (d), inclusive, a lessor may recover possession of a dwelling and do any of the other acts described in subdivision (a) within the period or periods prescribed therein, or within subdivision (c), if the notice of termination, rent increase, or other act, and any pleading or statement of issues in an arbitration, if any, states the ground upon which the lessor, in good faith, seeks to recover possession, increase rent, or do any of the other acts

described in subdivision (a) or (c). If the statement is controverted, the lessor shall establish its truth at the trial or other hearing.

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

(1) The actual damages sustained by the lessee.

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

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

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

§ 1942.6. Entry on property for purposes of tenants' rights

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

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

§ 1943. Term of hiring; presumption

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

§ 1944. Term of hiring; presumption; lodgings or dwelling house

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

§ 1945. Renewal by continued possession and acceptance of rent

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

§ 1945.5. Automatic renewal or extension; recitals in contract; size of type, etc.

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

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

§ 1946. Renewable hiring; notice of termination

A hiring of real property, for a term not specified by the parties, is deemed to be renewed as stated in [Section 1945](#), at the end of the term implied by law unless one of the parties gives written notice to the other of his intention to terminate the same, at least as long before the expiration thereof as the term of the hiring itself, not exceeding 30 days; provided, however, that as to tenancies from month to month either of the parties may terminate the same by giving at least 30 days' written notice thereof at any time and the rent shall be due and payable to and including the date of termination. It shall be competent for the parties to provide by an agreement at the time such tenancy is created that a notice of the intention to terminate the same may be given at any time not less than seven days before the expiration of the term thereof. The notice herein required shall be given in the manner prescribed in [Section 1162 of the Code of Civil Procedure](#) or by sending a copy by certified or registered mail addressed to the other party. In addition, the lessee may give such notice by sending a copy by certified or registered mail addressed to the agent of the lessor to whom the lessee has paid the rent for the month prior to the date of such notice or by delivering a copy to the agent personally.

§ 1946.1. Renewal and termination with respect to hiring of residential real property for a term not specified by the parties; notice

(a) Notwithstanding [Section 1946](#), a hiring of residential real property for a term not specified by the parties, is deemed to be renewed as stated in [Section 1945](#), at the end of the term implied by law unless one of the parties gives written notice to the other of his or her intention to terminate the tenancy, as provided in this section.

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

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

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

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

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

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

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

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

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

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

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

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

(h) This section shall remain in effect only until January 1, 2010, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2010, deletes or extends that date.

§ 1946.5. Room by single lodger on periodic basis within dwelling unit occupied by owner; termination; written notice; removal from premises

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

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

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

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

§ 1946.7. Victims of domestic violence, sexual assault, or stalking; written notice to terminate tenancy; requirements of notice

(a) A tenant may notify the landlord that he or she or a household member was a victim of an act that constitutes an act of domestic violence as defined in [Section 6211 of the Family Code](#), sexual assault as defined in [Sections 261, 261.5, 262, 286, 288a, or 289 of the Penal Code](#), or stalking as defined in [Section 1708.7](#), and that the tenant intends to terminate the tenancy.

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

(1) A copy of a temporary restraining order or emergency protective order lawfully issued pursuant to Part 3 (commencing with Section 6300) [FN1] or Part 4 (commencing with Section 6400) [FN2] of the Family Code, [Section 136.2 of the Penal Code](#), [Section 527.6 of the Code of Civil Procedure](#), or [Section 213.5 of the Welfare and Institutions Code](#) that protects the tenant or household member from further domestic violence, sexual assault, or stalking.

(2) A copy of a written report by a peace officer employed by a state or local law enforcement agency acting in his or her official capacity, stating that the tenant or household member has filed a report alleging that he or she or the household member is a victim of domestic violence, sexual assault, or stalking.

(c) The notice to terminate the tenancy shall be given within 60 days of the date that any order described in paragraph (1) of subdivision (b) was issued, within 60 days of the date that any written report described in paragraph (2) of subdivision (b) was made, or within the time period described in [Section 1946](#).

(d) If notice to terminate the tenancy is provided to the landlord under this section, the tenant shall be responsible for payment of rent for 30 days following the giving of the notice, or within the appropriate period as described in [Section 1946](#), and thereafter shall be released from any rent payment obligation under the rental agreement without penalty. Existing law governing the security deposit shall apply.

(e) If within the 30 days following the giving of the notice under this section the tenant quits the premises and the premises are rented to another party, the rent due on the premises for that 30-day period shall be prorated. Existing law governing the security deposit shall apply.

(f) Nothing in this section relieves a tenant, other than the tenant who is, or who has a household member who is, a victim of domestic violence, sexual assault, or stalking and members of that tenant's household, from their obligations under the rental agreement.

(g) "Household member" as used in this section means a member of the tenant's family who lives in the same household as the tenant.

[FN1] So in enrolled bill. Part 3 commences with [Family Code § 6240](#).

[FN2] So in enrolled bill. Part 4 commences with [Family Code § 6300](#).

§ 1947. Rent; time of payment

RENT, WHEN PAYABLE. When there is no usage or contract to the contrary, rents are payable at the termination of

the holding, when it does not exceed one year. If the holding is by the day, week, month, quarter, or year, rent is payable at the termination of the respective periods, as it successively becomes due.

§ 1947.3. Cash as exclusive form of payment of rent or security deposit; conditions; right to terminate tenancy; waiver

(a)(1) Except as provided in paragraph (2), a landlord or a landlord's agent may not demand or require cash as the exclusive form of payment of rent or deposit of security.

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

(3) Paragraph (2) does not enlarge or diminish a landlord's or landlord's agent's legal right to terminate a tenancy.

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

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

§ 1947.7. Local rent stabilization and rent control programs; enforcement; confidential information

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

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

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

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

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

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

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

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

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

(g) In those jurisdictions where an ordinance or charter controls, or establishes a system of controls on, the price at

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

§ 1947.8. Local rent controls; establishment and certification of permissible rent levels; appeal; fee; public record

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

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

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

certificate. The local agency shall notify, in writing, the landlord and the tenant of its decision within 60 days following the filing of the appeal.

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

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

(1) A judicial or administrative hearing.

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

(f) The record of permissible rent levels is a public record for purposes of the California Public Records Act, Chapter 3.5 (commencing with [Section 6250](#)) of [Division 7 of Title 1 of the Government Code](#).

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

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

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

§ 1947.10. Evictions based on fraudulent intent to occupy; treble damages

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

one month's rent paid by the tenant for the unit from which he or she was evicted and treble the amount of any costs incurred in relocating to a different unit. The prevailing party shall be awarded attorney's fees and court costs.

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

§ 1947.11. Rent charged in excess of certified lawful rent ceiling; refunds

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

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

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

§ 1947.15. Rent control; calculation of fair return to owner; reasonable expenses, fees and costs for professional services

(a) The Legislature declares the purpose of this section is to:

(1) Ensure that owners of residential rental units that are subject to a system of controls on the price at which the units may be offered for rent or lease, or controls on the adjustment of the rent level, are not precluded or discouraged from obtaining a fair return on their properties as guaranteed by the United States Constitution and California Constitution because the professional expenses reasonably required in the course of the administrative proceedings, in order to obtain the rent increases necessary to provide a fair return, are not treated as a legitimate business expense.

(2) Encourage agencies which administer a system of controls on the price at which residential rental units may be offered for rent or lease, or controls the adjustment of the rent level, to enact streamlined administrative procedures governing rent adjustment petitions which minimize, to the extent possible, the cost and expense of these administrative proceedings.

(3) Ensure that the cost of professional services reasonably incurred and required by owners of residential rental units subject to a system of controls in the price at which the units may be offered for rent or lease, or controls on the adjustments of the rent level in the course of defending rights related to the rent control system, be treated as a legitimate business expense.

(b) Any city, county, or city and county, including a charter city, which administers an ordinance, charter provision, rule, or regulation that controls or establishes a system of controls on the price at which all or any portion of the residential rental units located within the city, county, or city and county, may be offered for rent or lease, or controls the adjustment of the rent level, and which does not include a system of vacancy decontrol, as defined in subdivision (i), shall permit reasonable expenses, fees, and other costs for professional services, including, but not limited to, legal, accounting, appraisal, bookkeeping, consulting, property management, or architectural services, reasonably incurred in the course of successfully pursuing rights under or in relationship to, that ordinance, charter provision, rule, or regulation, or the right to a fair return on an owner's property as protected by the United States Constitution or California Constitution, to be included in any calculation of net operating income and operating expenses used to determine a fair return to the owner of the property. All expenses, fees, and other costs reasonably incurred by an owner of property in relation to administrative proceedings for purposes specified in this subdivision shall be included in the calculation specified in this subdivision.

(c) Reasonable fees that are incurred by the owner in successfully obtaining a judicial reversal of an adverse administrative decision regarding a petition for upward adjustment of rents shall be assessed against the respondent public agency which issued the adverse administrative decision, and shall not be included in the calculations specified in subdivisions (b) and (d).

(d)(1) Notwithstanding subdivision (b), the city, county, or city and county, on the basis of substantial evidence in the record that the expenses reasonably incurred in the underlying proceeding will not reoccur annually, may amortize the expenses for a period not to exceed five years, except that in extraordinary circumstances, the amortization period may be extended to a period of eight years. The extended amortization period shall not apply to vacant units and shall end if the unit becomes vacant during the period that the expense is being amortized. An amortization schedule shall include a reasonable rate of interest.

(2) Any determination of the reasonableness of the expenses claimed, of an appropriate amortization period, or of the award of an upward adjustment of rents to compensate the owner for expenses and costs incurred shall be made as part of, or immediately following, the decision in the underlying administrative proceeding.

(e) Any and all of the following factors shall be considered in the determination of the reasonableness of the expenses, fees, or other costs authorized by this section:

(1) The rate charged for those professional services in the relevant geographic area.

(2) The complexity of the matter.

(3) The degree of administrative burden or judicial burden, or both, imposed upon the property owner.

(4) The amount of adjustment sought or the significance of the rights defended and the results obtained.

(5) The relationship of the result obtained to the expenses, fees, and other costs incurred (that is, whether professional assistance was reasonably related to the result achieved).

(f) This section shall not be applicable to any ordinance, rule, regulation, or charter provision of any city, county, or city and county, including a charter city, to the extent that the ordinance, rule, or regulation, or charter provision places a limit on the amount of rent that an owner may charge a tenant of a mobilehome park.

(g) For purposes of this section, the rights of a property owner shall be deemed to be successfully pursued or defended if the owner obtains an upward adjustment in rents, successfully defends his or her rights in an administrative proceeding brought by the tenant or the local rent board, or prevails in a proceeding, brought pursuant to [Section 1947.8](#) concerning certification of maximum lawful rents.

(h)(1) If it is determined that a landlord petition assisted by attorneys or consultants is wholly without merit, the tenant shall be awarded a reduction in rent to compensate for the reasonable costs of attorneys or consultants retained by the tenant to defend the petition brought by the landlord. The reasonableness of the costs of the tenant's defense of the action brought by the landlord shall be determined pursuant to the same provisions established by this section for determining the reasonableness of the landlord's costs for the professional services. The determination of the reasonableness of the expenses claimed, an appropriate amortization period, and the award of a reduction in rents to compensate the tenant for costs incurred shall be made immediately following the decision in the underlying administrative proceeding.

(2) If it is determined that a landlord's appeal of an adverse administrative decision is frivolous or solely intended to cause unnecessary delay, the public agency which defended the action shall be awarded its reasonably incurred expenses, including attorney's fees, in defending the action. As used in this paragraph, "frivolous" means either (A) totally and completely without merit; or (B) for the sole purpose of harassing an opposing party.

(i) For purposes of this section, the following terms shall have the following meanings:

(1) "Vacancy decontrol" means a system of controls on the price at which residential rental units may be offered for rent or lease which permits the rent to be increased to its market level, without restriction, each time a vacancy occurs. "Vacancy decontrol" includes systems which reimpose controls on the price at which residential rental units may be offered for rent or lease upon rental of the unit.

(2) “Vacancy decontrol” includes circumstances where the tenant vacates the unit of his or her own volition, or where the local jurisdiction permits the rent to be raised to market rate after an eviction for cause, as specified in the ordinance, charter provision, rule, or regulation.

(j) This section shall not be construed to affect in any way the ability of a local agency to set its own fair return standards or to limit other actions under its local rent control program other than those expressly set forth in this section.

(k) This section is not operative unless the Costa-Hawkins Rental Housing Act (Chapter 2.7 (commencing with [Section 1954.50](#)) of Title 5 of Part 4 of Division 3) is repealed.

OPERATIVE EFFECT

<By its own terms, this section is not operative unless the Costa-Hawkins Rental Housing Act (Chapter 2.7 (commencing with [Section 1954.50](#)) of Title 5 of Part 4 of Division 3) is repealed. See [Civil Code § 1954.50 et seq.](#)>

§ 1948. Attornment to a stranger

ATTORNMEN OF A TENANT TO A STRANGER. The attornment of a tenant to a stranger is void, unless it is made with the consent of the landlord, or in consequence of a judgment of a Court of competent jurisdiction.

§ 1949. Tenant's obligation to deliver certain notices to landlord; damages

Every tenant who receives notice of any proceeding to recover the real property occupied by him or her, or the possession of the real property, shall immediately inform his or her landlord of the proceeding, and also deliver to the landlord the notice, if in writing, and is responsible to the landlord for all damages which he or she may sustain by reason of any omission to inform the landlord of the notice, or to deliver it to him or her if in writing.

§ 1950. Letting parts of rooms; double letting of rooms

LETTING PARTS OF ROOMS FORBIDDEN. One who hires part of a room for a dwelling is entitled to the whole of the room, notwithstanding any agreement to the contrary; and if a landlord lets a room as a dwelling for more than one family, the person to whom he first lets any part of it is entitled to the possession of the whole room for the term agreed upon, and every tenant in the building, under the same landlord, is relieved from all obligation to pay rent to him while such double letting of any room continues.

§ 1950.5. Security for rental agreement for residential property used as dwelling of tenant; amount and disposi-

tion; damages

(a) This section applies to security for a rental agreement for residential property that is used as the dwelling of the tenant.

(b) As used in this section, "security" means any payment, fee, deposit or charge, including, but not limited to, any payment, fee, deposit, or charge, except as provided in [Section 1950.6](#), that is imposed at the beginning of the tenancy to be used to reimburse the landlord for costs associated with processing a new tenant or that is imposed as an advance payment of rent, used or to be used for any purpose, including, but not limited to, any of the following:

(1) The compensation of a landlord for a tenant's default in the payment of rent.

(2) The repair of damages to the premises, exclusive of ordinary wear and tear, caused by the tenant or by a guest or licensee of the tenant.

(3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant's right to occupy begins after January 1, 2003.

(4) To remedy future defaults by the tenant in any obligation under the rental agreement to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.

(c) A landlord may not demand or receive security, however denominated, in an amount or value in excess of an amount equal to two months' rent, in the case of unfurnished residential property, and an amount equal to three months' rent, in the case of furnished residential property, in addition to any rent for the first month paid on or before initial occupancy.

This subdivision does not prohibit an advance payment of not less than six months' rent if the term of the lease is six months or longer.

This subdivision does not preclude a landlord and a tenant from entering into a mutual agreement for the landlord, at the request of the tenant and for a specified fee or charge, to make structural, decorative, furnishing, or other similar alterations, if the alterations are other than cleaning or repairing for which the landlord may charge the previous tenant as provided by subdivision (e).

(d) Any security shall be held by the landlord for the tenant who is party to the lease or agreement. The claim of a tenant to the security shall be prior to the claim of any creditor of the landlord.

(e) The landlord may claim of the security only those amounts as are reasonably necessary for the purposes specified in subdivision (b). The landlord may not assert a claim against the tenant or the security for damages to the premises or any defective conditions that preexisted the tenancy, for ordinary wear and tear or the effects thereof, whether the wear and tear preexisted the tenancy or occurred during the tenancy, or for the cumulative effects of ordinary wear and tear occurring during any one or more tenancies.

(f)(1) Within a reasonable time after notification of either party's intention to terminate the tenancy, or before the end of the lease term, the landlord shall notify the tenant in writing of his or her option to request an initial inspection and of his or her right to be present at the inspection. The requirements of this subdivision do not apply when the tenancy is terminated pursuant to [subdivision \(2\), \(3\), or \(4\) of Section 1161 of the Code of Civil Procedure](#). At a reasonable time, but no earlier than two weeks before the termination or the end of lease date, the landlord, or an agent of the landlord, shall, upon the request of the tenant, make an initial inspection of the premises prior to any final inspection the landlord makes after the tenant has vacated the premises. The purpose of the initial inspection shall be to allow the tenant an opportunity to remedy identified deficiencies, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security. If a tenant chooses not to request an initial inspection, the duties of the landlord under this subdivision are discharged. If an inspection is requested, the parties shall attempt to schedule the inspection at a mutually acceptable date and time. The landlord shall give at least 48 hours' prior written notice of the date and time of the inspection if either a mutual time is agreed upon, or if a mutually agreed time cannot be scheduled but the tenant still wishes an inspection. The tenant and landlord may agree to forgo the 48-hour prior written notice by both signing a written waiver. The landlord shall proceed with the inspection whether the tenant is present or not, unless the tenant previously withdrew his or her request for the inspection.

(2) Based on the inspection, the landlord shall give the tenant an itemized statement specifying repairs or cleaning that are proposed to be the basis of any deductions from the security the landlord intends to make pursuant to paragraphs (1) to (4), inclusive of subdivision (b). This statement shall also include the texts of paragraphs (1) to (4), inclusive, of subdivision (b). The statement shall be given to the tenant, if the tenant is present for the inspection, or shall be left inside the premises.

(3) The tenant shall have the opportunity during the period following the initial inspection until termination of the tenancy to remedy identified deficiencies, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security.

(4) Nothing in this subdivision shall prevent a landlord from using the security for deductions itemized in the statement provided for in paragraph (2) that were not cured by the tenant so long as the deductions are for damages authorized by this section.

(5) Nothing in this subdivision shall prevent a landlord from using the security for any purpose specified in paragraphs (1) to (4), inclusive, of subdivision (b) that occurs between completion of the initial inspection and termination of the tenancy or was not identified during the initial inspection due to the presence of a tenant's possessions.

(g)(1) No later than 21 calendar days after the tenant has vacated the premises, but not earlier than the time that either the landlord or the tenant provides a notice to terminate the tenancy under [Section 1946](#) or [1946.1](#), [Section 1161 of the Code of Civil Procedure](#), or not earlier than 60 calendar days prior to the expiration of a fixed-term lease, the landlord shall furnish the tenant, by personal delivery or by first-class mail, postage prepaid, a copy of an itemized statement indicating the basis for, and the amount of, any security received and the disposition of the security and shall return any remaining portion of the security to the tenant.

(2) Along with the itemized statement, the landlord shall also include copies of documents showing charges incurred and deducted by the landlord to repair or clean the premises, as follows:

(A) If the landlord or landlord's employee did the work, the itemized statement shall reasonably describe the work performed. The itemized statement shall include the time spent and the reasonable hourly rate charged.

(B) If the landlord or landlord's employee did not do the work, the landlord shall provide the tenant a copy of the bill, invoice, or receipt supplied by the person or entity performing the work. The itemized statement shall provide the tenant with the name, address, and telephone number of the person or entity, if the bill, invoice, or receipt does not include that information.

(C) If a deduction is made for materials or supplies, the landlord shall provide a copy of the bill, invoice, or receipt. If a particular material or supply item is purchased by the landlord on an ongoing basis, the landlord may document the cost of the item by providing a copy of a bill, invoice, receipt, vendor price list, or other vendor document that reasonably documents the cost of the item used in the repair or cleaning of the unit.

(3) If a repair to be done by the landlord or the landlord's employee cannot reasonably be completed within 21 calendar days after the tenant has vacated the premises, or if the documents from a person or entity providing services, materials, or supplies are not in the landlord's possession within 21 calendar days after the tenant has vacated the premises, the landlord may deduct the amount of a good faith estimate of the charges that will be incurred and provide that estimate with the itemized statement. If the reason for the estimate is because the documents from a person or entity providing services, materials, or supplies are not in the landlord's possession, the itemized statement shall include the name, address, and telephone number of the person or entity. Within 14 calendar days of completing the repair or receiving the documentation, the landlord shall complete the requirements in paragraphs (1) and (2) in the manner specified.

(4) The landlord need not comply with paragraph (2) or (3) if either of the following apply:

(A) The deductions for repairs and cleaning together do not exceed one hundred twenty-five dollars (\$125).

(B) The tenant waived the rights specified in paragraphs (2) and (3). The waiver shall only be effective if it is signed by the tenant at the same time or after a notice to terminate a tenancy under [Section 1946](#) or [1946.1](#) has been given, a notice under [Section 1161 of the Code of Civil Procedure](#) has been given, or no earlier than 60 calendar days prior to

the expiration of a fixed-term lease. The waiver shall substantially include the text of paragraph (2).

(5) Notwithstanding paragraph (4), the landlord shall comply with paragraphs (2) and (3) when a tenant makes a request for documentation within 14 calendar days after receiving the itemized statement specified in paragraph (1). The landlord shall comply within 14 calendar days after receiving the request from the tenant.

(6) Any mailings to the tenant pursuant to this subdivision shall be sent to the address provided by the tenant. If the tenant does not provide an address, mailings pursuant to this subdivision shall be sent to the unit that has been vacated.

(h) Upon termination of the landlord's interest in the premises, whether by sale, assignment, death, appointment of receiver or otherwise, the landlord or the landlord's agent shall, within a reasonable time, do one of the following acts, either of which shall relieve the landlord of further liability with respect to the security held:

(1) Transfer the portion of the security remaining after any lawful deductions made under subdivision (e) to the landlord's successor in interest. The landlord shall thereafter notify the tenant by personal delivery or by first-class mail, postage prepaid, of the transfer, of any claims made against the security, of the amount of the security deposited, and of the names of the successors in interest, their address, and their telephone number. If the notice to the tenant is made by personal delivery, the tenant shall acknowledge receipt of the notice and sign his or her name on the landlord's copy of the notice.

(2) Return the portion of the security remaining after any lawful deductions made under subdivision (e) to the tenant, together with an accounting as provided in subdivision (g).

(j) Prior to the voluntary transfer of a landlord's interest in the premises, the landlord shall deliver to the landlord's successor in interest a written statement indicating the following:

(1) The security remaining after any lawful deductions are made.

(2) An itemization of any lawful deductions from any security received.

(3) His or her election under paragraph (1) or (2) of subdivision (h).

This subdivision does not affect the validity of title to the real property transferred in violation of this subdivision.

(j) In the event of noncompliance with subdivision (h), the landlord's successors in interest shall be jointly and severally liable with the landlord for repayment of the security, or that portion thereof to which the tenant is entitled, when and as provided in subdivisions (e) and (g). A successor in interest of a landlord may not require the tenant to post any

security to replace that amount not transferred to the tenant or successors in interest as provided in subdivision (h), unless and until the successor in interest first makes restitution of the initial security as provided in paragraph (2) of subdivision (h) or provides the tenant with an accounting as provided in subdivision (g).

This subdivision does not preclude a successor in interest from recovering from the tenant compensatory damages that are in excess of the security received from the landlord previously paid by the tenant to the landlord.

Notwithstanding this subdivision, if, upon inquiry and reasonable investigation, a landlord's successor in interest has a good faith belief that the lawfully remaining security deposit is transferred to him or her or returned to the tenant pursuant to subdivision (h), he or she is not liable for damages as provided in subdivision (l), or any security not transferred pursuant to subdivision (h).

(k) Upon receipt of any portion of the security under paragraph (1) of subdivision (h), the landlord's successors in interest shall have all of the rights and obligations of a landlord holding the security with respect to the security.

(l) The bad faith claim or retention by a landlord or the landlord's successors in interest of the security or any portion thereof in violation of this section, or the bad faith demand of replacement security in violation of subdivision (j), may subject the landlord or the landlord's successors in interest to statutory damages of up to twice the amount of the security, in addition to actual damages. The court may award damages for bad faith whenever the facts warrant that award, regardless of whether the injured party has specifically requested relief. In any action under this section, the landlord or the landlord's successors in interest shall have the burden of proof as to the reasonableness of the amounts claimed or the authority pursuant to this section to demand additional security deposits.

(m) No lease or rental agreement may contain any provision characterizing any security as "nonrefundable."

(n) Any action under this section may be maintained in small claims court if the damages claimed, whether actual or statutory or both, are within the jurisdictional amount allowed by [Section 116.220](#) or [116.221 of the Code of Civil Procedure](#).

(o) Proof of the existence of and the amount of a security deposit may be established by any credible evidence, including, but not limited to, a canceled check, a receipt, a lease indicating the requirement of a deposit as well as the amount, prior consistent statements or actions of the landlord or tenant, or a statement under penalty of perjury that satisfies the credibility requirements set forth in [Section 780 of the Evidence Code](#).

(p) The amendments to this section made during the 1985 portion of the 1985-86 Regular Session of the Legislature that are set forth in subdivision (e) are declaratory of existing law.

(q) The amendments to this section made during the 2003 portion of the 2003-04 Regular Session of the Legislature

that are set forth in paragraph (1) of subdivision (f) are declaratory of existing law.

§ 1950.6. Rental application screening fees; amount; receipt; copies of credit reports; construction of section with housing assistance programs

- (a) Notwithstanding [Section 1950.5](#), when a landlord or his or her agent receives a request to rent a residential property from an applicant, the landlord or his or her agent may charge that applicant an application screening fee to cover the costs of obtaining information about the applicant. The information requested and obtained by the landlord or his or her agent may include, but is not limited to, personal reference checks and consumer credit reports produced by consumer credit reporting agencies as defined in [Section 1785.3](#). A landlord or his or her agent may, but is not required to, accept and rely upon a consumer credit report presented by an applicant.
- (b) The amount of the application screening fee shall not be greater than the actual out-of-pocket costs of gathering information concerning the applicant, including, but not limited to, the cost of using a tenant screening service or a consumer credit reporting service, and the reasonable value of time spent by the landlord or his or her agent in obtaining information on the applicant. In no case shall the amount of the application screening fee charged by the landlord or his or her agent be greater than thirty dollars (\$30) per applicant. The thirty dollar (\$30) application screening fee may be adjusted annually by the landlord or his or her agent commensurate with an increase in the Consumer Price Index, beginning on January 1, 1998.
- (c) Unless the applicant agrees in writing, a landlord or his or her agent may not charge an applicant an application screening fee when he or she knows or should have known that no rental unit is available at that time or will be available within a reasonable period of time.
- (d) The landlord or his or her agent shall provide, personally, or by mail, the applicant with a receipt for the fee paid by the applicant, which receipt shall itemize the out-of-pocket expenses and time spent by the landlord or his or her agent to obtain and process the information about the applicant.
- (e) If the landlord or his or her agent does not perform a personal reference check or does not obtain a consumer credit report, the landlord or his or her agent shall return any amount of the screening fee that is not used for the purposes authorized by this section to the applicant.
- (f) If an application screening fee has been paid by the applicant and if requested by the applicant, the landlord or his or her agent shall provide a copy of the consumer credit report to the applicant who is the subject of that report.
- (g) As used in this section, “landlord” means an owner of residential rental property.
- (h) As used in this section, “application screening fee” means any nonrefundable payment of money charged by a land-

lord or his or her agent to an applicant, the purpose of which is to purchase a consumer credit report and to validate, review, or otherwise process an application for the rent or lease of residential rental property.

(i) As used in this section, “applicant” means any entity or individual who makes a request to a landlord or his or her agent to rent a residential housing unit, or an entity or individual who agrees to act as a guarantor or cosignor on a rental agreement.

(j) The application screening fee shall not be considered an “advance fee” as that term is used in [Section 10026 of the Business and Professions Code](#), and shall not be considered “security” as that term is used in [Section 1950.5](#).

(k) This section is not intended to preempt any provisions or regulations that govern the collection of deposits and fees under federal or state housing assistance programs.

§ 1950.7. Payment or deposit of money to secure performance of rental agreement for other than residential property; status of and claims against deposit; duty of landlord on termination of interest

(a) Any payment or deposit of money the primary function of which is to secure the performance of a rental agreement for other than residential property or any part of the agreement, other than a payment or deposit, including an advance payment of rent, made to secure the execution of a rental agreement, shall be governed by the provisions of this section. With respect to residential property, the provisions of [Section 1950.5](#) shall prevail.

(b) The payment or deposit of money shall be held by the landlord for the tenant who is party to the agreement. The claim of a tenant to the payment or deposit shall be prior to the claim of any creditor of the landlord, except a trustee in bankruptcy.

(c) The landlord may claim of the payment or deposit only those amounts as are reasonably necessary to remedy tenant defaults in the payment of rent, to repair damages to the premises caused by the tenant, or to clean the premises upon termination of the tenancy, if the payment or deposit is made for any or all of those specific purposes.

(1) If the claim of the landlord upon the payment or deposit is only for defaults in the payment of rent and the security deposit equals no more than one month's rent plus a deposit amount clearly described as the payment of the last month's rent, then any remaining portion of the payment or deposit shall be returned to the tenant at a time as may be mutually agreed upon by landlord and tenant, but in no event later than 30 days from the date the landlord receives possession of the premises.

(2) If the claim of the landlord upon the payment or deposit is only for defaults in the payment of rent and the security deposit exceeds the amount of one month's rent plus a deposit amount clearly described as the payment of the last month's rent, then any remaining portion of the payment or deposit in excess of an amount equal to one month's rent

shall be returned to the tenant no later than two weeks after the date the landlord receives possession of the premises, with the remainder to be returned or accounted for within 30 days from the date the landlord receives possession of the premises.

(3) If the claim of the landlord upon the payment or deposit includes amounts reasonably necessary to repair damages to the premises caused by the tenant or to clean the premises, then any remaining portion of the payment or deposit shall be returned to the tenant at a time as may be mutually agreed upon by landlord and tenant, but in no event later than 30 days from the date the landlord receives possession of the premises.

(d) Upon termination of the landlord's interest in the unit in question, whether by sale, assignment, death, appointment of receiver or otherwise, the landlord or the landlord's agent shall, within a reasonable time, do one of the following acts, either of which shall relieve the landlord of further liability with respect to the payment or deposit:

(1) Transfer the portion of the payment or deposit remaining after any lawful deductions made under subdivision (c) to the landlord's successor in interest, and thereafter notify the tenant by personal delivery or certified mail of the transfer, of any claims made against the payment or deposit, and of the transferee's name and address. If the notice to the tenant is made by personal delivery, the tenant shall acknowledge receipt of the notice and sign his or her name on the landlord's copy of the notice.

(2) Return the portion of the payment or deposit remaining after any lawful deductions made under subdivision (c) to the tenant.

(e) Upon receipt of any portion of the payment or deposit under paragraph (1) of subdivision (d), the transferee shall have all of the rights and obligations of a landlord holding the payment or deposit with respect to the payment or deposit.

(f) The bad faith retention by a landlord or transferee of a payment or deposit or any portion thereof, in violation of this section, may subject the landlord or the transferee to damages not to exceed two hundred dollars (\$200), in addition to any actual damages.

(g) This section is declarative of existing law and therefore operative as to all tenancies, leases, or rental agreements for other than residential property created or renewed on or after January 1, 1971.

§ 1950.8. Payment of money, including but not limited to key money, or the lessor's attorney's fees incurred in preparation of lease or rental agreement, as a condition of initiating, continuing, or renewing a lease or rental agreement; statement of payment amount in agreement; penalties

(a) This section applies only to commercial leases and nonresidential tenancies of real property.

(b) It shall be unlawful for any person to require, demand, or cause to make payable any payment of money, including, but not limited to, “key money,” however denominated, or the lessor's attorney's fees reasonably incurred in preparing the lease or rental agreement, as a condition of initiating, continuing, or renewing a lease or rental agreement, unless the amount of payment is stated in the written lease or rental agreement.

(c) Any person who requires, demands, or causes to make payable any payment in violation of subdivision (a), shall be subject to civil penalty of three times the amount of actual damages proximately suffered by the person seeking to obtain the lease or rental of real property, and the person so damaged shall be entitled to an award of costs, including reasonable attorney's fees, reasonable incurred in connection with obtaining the civil penalty.

(d) Nothing in this section shall prohibit the advance payment of rent, if the amount and character of the payment are clearly stated in a written lease or rental agreement.

(e) Nothing in this section shall prohibit any person from charging a reasonable amount for the purpose of conducting reasonable business activity in connection with initiating, continuing, or renewing a lease or rental agreement for non-residential real property, including, but not limited to, verifying creditworthiness or qualifications of any person seeking to initiate, continue, or renew a lease or rental agreement for any use other than residential use, or cleaning fees, reasonably incurred in connection with the hiring of the real property.

(f) Nothing in this section shall prohibit a person from increasing a tenant's rent for nonresidential real property in order to recover building operating costs incurred on behalf of the tenant, if the right to the rent, the method of calculating the increase, and the period of time covered by the increase is stated in the lease or rental agreement.

§ 1951. “Rent”, “lease”, defined

As used in [Sections 1951.2 to 1952.6](#), inclusive:

(a) “Rent” includes charges equivalent to rent.

(b) “Lease” includes a sublease.

§ 1951.2. Termination of lease; remedy of lessor

(a) Except as otherwise provided in [Section 1951.4](#), if a lessee of real property breaches the lease and abandons the property before the end of the term or if his right to possession is terminated by the lessor because of a breach of the lease, the lease terminates. Upon such termination, the lessor may recover from the lessee:

- (1) The worth at the time of award of the unpaid rent which had been earned at the time of termination;
 - (2) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the lessee proves could have been reasonably avoided;
 - (3) Subject to subdivision (c), the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the lessee proves could be reasonably avoided; and
 - (4) Any other amount necessary to compensate the lessor for all the detriment proximately caused by the lessee's failure to perform his obligations under the lease or which in the ordinary course of things would be likely to result therefrom.
- (b) The “worth at the time of award” of the amounts referred to in paragraphs (1) and (2) of subdivision (a) is computed by allowing interest at such lawful rate as may be specified in the lease or, if no such rate is specified in the lease, at the legal rate. The worth at the time of award of the amount referred to in paragraph (3) of subdivision (a) is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1 percent.
- (c) The lessor may recover damages under paragraph (3) of subdivision (a) only if:
- (1) The lease provides that the damages he may recover include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award, or for any shorter period of time specified in the lease, exceeds the amount of such rental loss for the same period that the lessee proves could be reasonably avoided; or
 - (2) The lessor relet the property prior to the time of award and proves that in reletting the property he acted reasonably and in a good-faith effort to mitigate the damages, but the recovery of damages under this paragraph is subject to any limitations specified in the lease.
- (d) Efforts by the lessor to mitigate the damages caused by the lessee's breach of the lease do not waive the lessor's right to recover damages under this section.
- (e) Nothing in this section affects the right of the lessor under a lease of real property to indemnification for liability arising prior to the termination of the lease for personal injuries or property damage where the lease provides for such indemnification.

§ 1951.3. Abandonment by lessee; notice by lessor; form; defenses of lessee

(a) Real property shall be deemed abandoned by the lessee, within the meaning of [Section 1951.2](#), and the lease shall terminate if the lessor gives written notice of his belief of abandonment as provided in this section and the lessee fails to give the lessor written notice, prior to the date of termination specified in the lessor's notice, stating that he does not intend to abandon the real property and stating an address at which the lessee may be served by certified mail in any action for unlawful detainer of the real property.

(b) The lessor may give a notice of belief of abandonment to the lessee pursuant to this section only where the rent on the property has been due and unpaid for at least 14 consecutive days and the lessor reasonably believes that the lessee has abandoned the property. The date of termination of the lease shall be specified in the lessor's notice and shall be not less than 15 days after the notice is served personally or, if mailed, not less than 18 days after the notice is deposited in the mail.

(c) The lessor's notice of belief of abandonment shall be personally delivered to the lessee or sent by first-class mail, postage prepaid, to the lessee at his last known address and, if there is reason to believe that the notice sent to that address will not be received by the lessee, also to such other address, if any, known to the lessor where the lessee may reasonably be expected to receive the notice.

(d) The notice of belief of abandonment shall be in substantially the following form:

Notice of Belief of Abandonment

To: _____

This notice is given pursuant to Section 1951.3 of the Civil Code concerning the real property leased by you at _____ (state location of the property by address or other sufficient description). The rent on this property has been due and unpaid for 14 consecutive days and the lessor/landlord believes that you have abandoned the property.

The real property will be deemed abandoned within the meaning of [Section 1951.2 of the Civil Code](#) and your lease will terminate on _____ (here insert a date not less than 15 days after this notice is served personally or, if mailed, not less than 18 days after this notice is deposited in the mail) unless before such date the undersigned receives at the address indicated below a written notice from you stating both of the following:

- (1) Your intent not to abandon the real property.
- (2) An address at which you may be served by certified mail in any action for unlawful detainer of the real property.

You are required to pay the rent due and unpaid on this real property as required by the lease, and your failure to do so can lead to a court proceeding against you.

Dated: _____

(Signature of lessor/landlord)

(Type or print name of lessor/landlord)

(Address to which lessee/tenant is to send notice)

(e) The real property shall not be deemed to be abandoned pursuant to this section if the lessee proves any of the following:

(1) At the time the notice of belief of abandonment was given, the rent was not due and unpaid for 14 consecutive days.

(2) At the time the notice of belief of abandonment was given, it was not reasonable for the lessor to believe that the lessee had abandoned the real property. The fact that the lessor knew that the lessee left personal property on the real property does not, of itself, justify a finding that the lessor did not reasonably believe that the lessee had abandoned the real property.

(3) Prior to the date specified in the lessor's notice, the lessee gave written notice to the lessor stating his intent not to abandon the real property and stating an address at which he may be served by certified mail in any action for unlawful detainer of the real property.

(4) During the period commencing 14 days before the time the notice of belief of abandonment was given and ending on the date the lease would have terminated pursuant to the notice, the lessee paid to the lessor all or a portion of the rent due and unpaid on the real property.

(f) Nothing in this section precludes the lessor or the lessee from otherwise proving that the real property has been abandoned by the lessee within the meaning of [Section 1951.2](#).

(g) Nothing in this section precludes the lessor from serving a notice requiring the lessee to pay rent or quit as provided in [Sections 1161 and 1162 of the Code of Civil Procedure](#) at any time permitted by those sections, or affects the time and manner of giving any other notice required or permitted by law. The giving of the notice provided by this section does not satisfy the requirements of [Sections 1161 and 1162 of the Code of Civil Procedure](#).

§ 1951.4. Remedy provided by lease; provisions

(a) The remedy described in this section is available only if the lease provides for this remedy. In addition to any other type of provision used in a lease to provide for the remedy described in this section, a provision in the lease in substantially the following form satisfies this subdivision:

“The lessor has the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations).”

(b) Even though a lessee of real property has breached the lease and abandoned the property, the lease continues in effect for so long as the lessor does not terminate the lessee's right to possession, and the lessor may enforce all the lessor's rights and remedies under the lease, including the right to recover the rent as it becomes due under the lease, if any of the following conditions is satisfied:

(1) The lease permits the lessee, or does not prohibit or otherwise restrict the right of the lessee, to sublet the property, assign the lessee's interest in the lease, or both.

(2) The lease permits the lessee to sublet the property, assign the lessee's interest in the lease, or both, subject to express standards or conditions, provided the standards and conditions are reasonable at the time the lease is executed and the lessor does not require compliance with any standard or condition that has become unreasonable at the time the lessee seeks to sublet or assign. For purposes of this paragraph, an express standard or condition is presumed to be reasonable; this presumption is a presumption affecting the burden of proof.

(3) The lease permits the lessee to sublet the property, assign the lessee's interest in the lease, or both, with the consent of the lessor, and the lease provides that the consent shall not be unreasonably withheld or the lease includes a standard implied by law that consent shall not be unreasonably withheld.

(c) For the purposes of subdivision (b), the following do not constitute a termination of the lessee's right to possession:

(1) Acts of maintenance or preservation or efforts to relet the property.

(2) The appointment of a receiver upon initiative of the lessor to protect the lessor's interest under the lease.

(3) Withholding consent to a subletting or assignment, or terminating a subletting or assignment, if the withholding or termination does not violate the rights of the lessee specified in subdivision (b).

§ 1951.5. Liquidated damages

[Section 1671](#), relating to liquidated damages, applies to a lease of real property.

§ 1951.7. “Advance payment” defined; notice of reletting

(a) As used in this section, “advance payment” means moneys paid to the lessor of real property as prepayment of rent, or as a deposit to secure faithful performance of the terms of the lease, or another payment that is the substantial equivalent of either of these. A payment that is not in excess of the amount of one month's rent is not an advance payment for purposes of this section.

(b) The notice provided by subdivision (c) is required to be given only if all of the following apply:

(1) The lessee has made an advance payment.

(2) The lease is terminated pursuant to [Section 1951.2](#).

(3) The lessee has made a request, in writing, to the lessor that he or she be given notice under subdivision (c).

(c) Upon the initial reletting of the property, the lessor shall send a written notice to the lessee stating that the property has been relet, the name and address of the new lessee, and the length of the new lease and the amount of the rent. The notice shall be delivered to the lessee personally, or be sent by regular mail to the lessee at the address shown on the request, not later than 30 days after the new lessee takes possession of the property. Notice is not required if the amount of the rent due and unpaid at the time of termination exceeds the amount of the advance payment.

§ 1951.8. Equitable relief

Nothing in [Section 1951.2](#) or [1951.4](#) affects the right of the lessor under a lease of real property to equitable relief where such relief is appropriate.

§ 1952. Actions for unlawful detainer, forcible entry, and forcible detainer; effect

(a) Except as provided in subdivision (c), nothing in [Sections 1951](#) to [1951.8](#), inclusive, affects the provisions of Chapter 4 (commencing with [Section 1159](#)) of Title 3 of Part 3 of the Code of Civil Procedure, relating to actions for unlawful detainer, forcible entry, and forcible detainer.

(b) Unless the lessor amends the complaint as provided in [paragraph \(1\) of subdivision \(a\) of Section 1952.3](#) to state a

claim for damages not recoverable in the unlawful detainer proceeding, the bringing of an action under the provisions of Chapter 4 (commencing with [Section 1159](#)) of Title 3 of Part 3 of the Code of Civil Procedure does not affect the lessor's right to bring a separate action for relief under [Sections 1951.2, 1951.5, and 1951.8](#), but no damages shall be recovered in the subsequent action for any detriment for which a claim for damages was made and determined on the merits in the previous action.

(c) After the lessor obtains possession of the property under a judgment pursuant to [Section 1174 of the Code of Civil Procedure](#), he is no longer entitled to the remedy provided under [Section 1951.4](#) unless the lessee obtains relief under [Section 1179 of the Code of Civil Procedure](#).

§ 1952.2. Inapplicability of Sections 1951, 1952, inclusive, to certain leases

[Sections 1951 to 1952, inclusive](#), do not apply to:

(a) Any lease executed before July 1, 1971.

(b) Any lease executed on or after July 1, 1971, if the terms of the lease were fixed by a lease, option, or other agreement executed before July 1, 1971.

§ 1952.3. Unlawful detainer; possession not in issue; conversion to action for damages

(a) Except as provided in subdivisions (b) and (c), if the lessor brings an unlawful detainer proceeding and possession of the property is no longer in issue because possession of the property has been delivered to the lessor before trial or, if there is no trial, before judgment is entered, the case becomes an ordinary civil action in which:

(1) The lessor may obtain any relief to which he is entitled, including, where applicable, relief authorized by [Section 1951.2](#); but, if the lessor seeks to recover damages described in [paragraph \(3\) of subdivision \(a\) of Section 1951.2](#) or any other damages not recoverable in the unlawful detainer proceeding, the lessor shall first amend the complaint pursuant to [Section 472 or 473 of the Code of Civil Procedure](#) so that possession of the property is no longer in issue and to state a claim for such damages and shall serve a copy of the amended complaint on the defendant in the same manner as a copy of a summons and original complaint is served.

(2) The defendant may, by appropriate pleadings or amendments to pleadings, seek any affirmative relief, and assert all defenses, to which he is entitled, whether or not the lessor has amended the complaint; but [subdivision \(a\) of Section 426.30 of the Code of Civil Procedure](#) does not apply unless, after delivering possession of the property to the lessor, the defendant (i) files a cross-complaint or (ii) files an answer or an amended answer in response to an amended complaint filed pursuant to paragraph (1).

(b) The defendant's time to respond to a complaint for unlawful detainer is not affected by the delivery of possession of the property to the lessor; but, if the complaint is amended as provided in paragraph (1) of subdivision (a), the defendant has the same time to respond to the amended complaint as in an ordinary civil action.

(c) The case shall proceed as an unlawful detainer proceeding if the defendant's default (1) has been entered on the unlawful detainer complaint and (2) has not been opened by an amendment of the complaint or otherwise set aside.

(d) Nothing in this section affects the pleadings that may be filed, relief that may be sought, or defenses that may be asserted in an unlawful detainer proceeding that has not become an ordinary civil action as provided in subdivision (a).

§ 1952.4. Agreement for exploration for or removal of natural resources not lease of real property

An agreement for the exploration for or the removal of natural resources is not a lease of real property within the meaning of Sections 1951 to 1952.2, inclusive.

§ 1952.6. Applicability to leases between public entities and nonprofit corporations; substitution of remedies for breach

(a) Sections 1951 to 1952.2, inclusive, shall not apply to any lease or agreement for a lease of real property between any public entity and any nonprofit corporation whose title or interest in the property is subject to reversion to or vesting in a public entity and which issues bonds or other evidences of indebtedness, the interest on which is exempt from federal income taxes for the purpose of acquiring, constructing, or improving the property or a building or other facility thereon, or between any public entity and any other public entity, unless the lease or the agreement shall specifically provide that Sections 1951 to 1952.2, inclusive, or any portions thereof, are applicable to the lease or the agreement.

(b) Except as provided in subdivision (a), a public entity lessee in a contract for a capital lease of real property involving the payment of rents of one million dollars (\$1,000,000) or more may elect to waive any of the remedies for a breach of the lease provided in Sections 1951 to 1952.2, inclusive, and contract instead for any other remedy permitted by law. As used in this subdivision, "capital lease" refers to a lease entered into for the purpose of acquiring, constructing, or improving the property or a building or other facility thereon.

(c) As used in this section, "public entity" includes the state, a county, city and county, city, district, public authority, public agency, or any other political subdivision or public corporation.

§ 1952.8. Gasoline service stations; leases; vapor control system; requirements

On and after the effective date of this section, no owner of a gasoline service station shall enter into a lease with any

person for the leasing of the station for the purpose of operating a gasoline service station, unless (a) the station is equipped with a vapor control system for the control of gasoline vapor emissions during gasoline marketing operations, including storage, transport, and transfer operations, if such vapor control system is required by law or by any rule or regulation of the State Air Resources Board or of the air pollution control district in which the station is located or (b) no vapor control system has been certified by the board prior to the date of the lease.

A lease entered into in violation of this section shall be voidable at the option of the lessee.

§ 1953. Waiver or modification of lessee's rights; void as contrary to public policy; exception; applicability of section

(a) Any provision of a lease or rental agreement of a dwelling by which the lessee agrees to modify or waive any of the following rights shall be void as contrary to public policy:

- (1) His rights or remedies under [Section 1950.5](#) or [1954](#).
- (2) His right to assert a cause of action against the lessor which may arise in the future.
- (3) His right to a notice or hearing required by law.
- (4) His procedural rights in litigation in any action involving his rights and obligations as a tenant.
- (5) His right to have the landlord exercise a duty of care to prevent personal injury or personal property damage where that duty is imposed by law.

(b) Any provision of a lease or rental agreement of a dwelling by which the lessee agrees to modify or waive a statutory right, where the modification or waiver is not void under subdivision (a) or under [Section 1942.1](#), [1942.5](#), or [1954](#), shall be void as contrary to public policy unless the lease or rental agreement is presented to the lessee before he takes actual possession of the premises. This subdivision does not apply to any provisions modifying or waiving a statutory right in agreements renewing leases or rental agreements where the same provision was also contained in the lease or rental agreement which is being renewed.

(c) This section shall apply only to leases and rental agreements executed on or after January 1, 1976.

§ 1954. Entry of dwelling by landlord; conditions; oral agreement between tenant and landlord

(a) A landlord may enter the dwelling unit only in the following cases:

(1) In case of emergency.

(2) To make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors or to make an inspection pursuant to [subdivision \(f\) of Section 1950.5](#).

(3) When the tenant has abandoned or surrendered the premises.

(4) Pursuant to court order.

(b) Except in cases of emergency or when the tenant has abandoned or surrendered the premises, entry may not be made during other than normal business hours unless the tenant consents to an entry during other than normal business hours at the time of entry.

(c) The landlord may not abuse the right of access or use it to harass the tenant.

(d)(1) Except as provided in subdivision (e), or as provided in paragraph (2) or (3), the landlord shall give the tenant reasonable notice in writing of his or her intent to enter and enter only during normal business hours. The notice shall include the date, approximate time, and purpose of the entry. The notice may be personally delivered to the tenant, left with someone of a suitable age and discretion at the premises, or, left on, near, or under the usual entry door of the premises in a manner in which a reasonable person would discover the notice. Twenty-four hours shall be presumed to be reasonable notice in absence of evidence to the contrary. The notice may be mailed to the tenant. Mailing of the notice at least six days prior to an intended entry is presumed reasonable notice in the absence of evidence to the contrary.

(2) If the purpose of the entry is to exhibit the dwelling unit to prospective or actual purchasers, the notice may be given orally, in person or by telephone, if the landlord or his or her agent has notified the tenant in writing within 120 days of the oral notice that the property is for sale and that the landlord or agent may contact the tenant orally for the purpose described above. Twenty-four hours is presumed reasonable notice in the absence of evidence to the contrary. The notice shall include the date, approximate time, and purpose of the entry. At the time of entry, the landlord or agent shall leave written evidence of the entry inside the unit.

(3) The tenant and the landlord may agree orally to an entry to make agreed repairs or supply agreed services. The agreement shall include the date and approximate time of the entry, which shall be within one week of the agreement. In this case, the landlord is not required to provide the tenant a written notice.

(e) No notice of entry is required under this section:

- (1) To respond to an emergency.
- (2) If the tenant is present and consents to the entry at the time of entry.
- (3) After the tenant has abandoned or surrendered the unit.

§ 1954.1. Assignment for the benefit of creditors; right of assignee to occupy business premises; payment of rent; time

In any general assignment for the benefit of creditors, as defined in [Section 493.010 of the Code of Civil Procedure](#), the assignee shall have the right to occupy, for a period of up to 90 days after the date of the assignment, any business premises held under a lease by the assignor upon payment when due of the monthly rental reserved in the lease for the period of such occupancy, notwithstanding any provision in the lease (whether heretofore or hereafter entered into) for the termination thereof upon the making of the assignment or the insolvency of the lessee or other condition relating to the financial condition of the lessee. This section shall be construed as establishing the reasonable rental value of the premises recoverable by a landlord upon a holding-over by the tenant upon the termination of a lease under the circumstances specified herein.

END OF DOCUMENT