
THIRD READING

Bill No: AB 628
Author: McKinnor (D)
Amended: 6/12/25 in Senate
Vote: 21

SENATE JUDICIARY COMMITTEE: 11-1, 6/24/25

AYES: Umberg, Allen, Arreguín, Ashby, Caballero, Durazo, Laird, Stern, Wahab,
Weber Pierson, Wiener

NOES: Niello

NO VOTE RECORDED: Valladares

ASSEMBLY FLOOR: 54-10, 4/7/25 - See last page for vote

SUBJECT: Hiring of real property: dwellings: untenability

SOURCE: Author

DIGEST: This bill makes a dwelling that substantially lacks a stove or refrigerator that are maintained in good working order and capable of safely generating heat for cooking or safely storing food untenable, as specified.

ANALYSIS:

Existing law:

- 1) Requires a lessor of a building intended for human occupation to put the building in a condition fit for occupation, and to repair all dilapidations that render it untenable, except as specified. (Civil (Civ.) Code § 1941.)
- 2) Specifies that a dwelling shall be deemed untenable for these purposes if it substantially lacks any of the following characteristics:
 - a) Effective waterproofing and weather protection of roof and exterior walls, including unbroken windows and doors;

- b) Plumbing or gas facilities that conform 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 conform to applicable law at the time of installation, maintained in good working order;
 - e) Electrical lighting, with wiring and electrical equipment that conform to 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 their control;
 - h) Floors, stairways, and railings maintained in good repair; and
 - i) A locking mail receptacle for each residential unit in a residential hotel, as specified. (Civ. Code § 1941.1.)
- 3) Specifies that, notwithstanding the above, a landlord who leases a dwelling unit has no duty to repair a dilapidation if the tenant is in substantial violation of specified affirmative obligations, provided the tenant's violation contributes substantially to the existence of the dilapidation or interferes substantially with the landlord's obligation to keep the property tenantable. The affirmative obligations include:
- a) To keep the tenant's premises clean and sanitary, as the condition of the premises permits;
 - b) To dispose of all rubbish, garbage, and other waste in a clean and sanitary manner;
 - c) To properly use and operate all electrical, gas, and plumbing fixtures, and to keep them as clean and sanitary as their condition permits;
 - d) Not to permit any person on their premises to willfully or wantonly destroy, deface, damage, or impair or remove any part of the structure or dwelling

unit or the facilities, equipment, or appurtenances, or to do any of those things themselves; and

- e) To occupy the premises as their abode, utilizing the premises only for purposes for which it was designed or intended to be used. (Civ. Code § 1941.2.)

4) Requires a landlord who leases a dwelling unit to do all of the following:

- a) 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, as specified;
- b) Install and maintain operable window security or locking devices for windows that are designed to be opened, as specified;
- c) 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. (Civ. Code § 1941.3(a).)

5) Requires a landlord who leases a dwelling unit to install at least one usable telephone jack and to maintain inside telephone wiring in good working order, as specified, and to make any required repairs. (Civ. Code § 1941.4.)

6) Provides that, if the landlord fails to repair dilapidation that renders the premises untenantable within a reasonable time of receiving notice of the dilapidation, the tenant may repair the dilapidation if the cost of such repairs does not require an expenditure more than one month's rent of the premises, and may deduct the expenses of such repairs from the rent, or the tenant may vacate the premises and be discharged from further payment of rent or the performance of other conditions. Limits the availability of this remedy to a tenant to no more than twice in any 12-month period. (Civ. Code § 1942.)

7) Prohibits a landlord of a residential property from collecting rent from the tenant, increasing the tenant's rent, or initiating an eviction proceeding against the tenant if the property is untenantable or violates the Building Code or is deemed substandard, when a building code enforcement officer notifies the landlord of their duty to repair the dilapidation, 35 days have elapsed since that notice, and the dilapidations were not caused by the tenant. Specifies that a landlord who violates these provisions is liable to the tenant or lessee for actual damages and special damages between \$100 and \$5,000. (Civ. Code § 1942.4.)

- 8) Specifies that, in any unlawful detainer action, a rebuttable presumption affecting the burden of producing evidence that the landlord has breached specified habitability requirements is created when: the property is untenable, violates the Building Code, or is deemed substandard; an enforcement officer notifies the landlord of their obligation to repair the deficient conditions; the deficient conditions have existed without being abated for 60 days since the issuance of the notice; and the conditions were not caused by the tenant or lessee. (Civ. Code § 1942.3.)
- 9) Provides that, in an unlawful detainer action, it is an affirmative defense against eviction for nonpayment of rent that a landlord failed to provide or maintain the premises to tenantable or habitable condition. (*Green v. Superior Court of San Francisco* (1974), 10 Cal. 3d 616, 637.)

This bill:

- 1) Includes in the list of conditions that deem a dwelling that substantially lacks such conditions untenable a stove that is maintained in good working order and capable of safely generating heat for cooking purposes. Specifies that a stove that is subject to a recall by the manufacturer or a public entity is not capable of safely generating heat for cooking purposes.
- 2) Includes in the list of conditions that deem a dwelling that substantially lacks such conditions untenable a refrigerator that is maintained in good working order and capable of safely storing food. Specifies that a refrigerator that is subject to a recall by the manufacturer or a public entity is not capable of safely storing food. Specifies that a tenant and a landlord may mutually agree when the lease is signed that the tenant will provide their own refrigerator, if the tenant chooses to provide and maintain their own refrigerator, and specifies that in such a scenario, the landlord is not responsible for the maintenance of the refrigerator.
- 3) Specifies that the requirements of (1) and (2), above, only apply to a lease entered into, amended, or extended on or after January 1, 2026.
- 4) Exempts from the requirements of (1) and (2), above: permanent supportive housing, as defined; a single-room occupancy unit that provides living and sleeping space for the exclusive use of the occupant; a unit in a residential hotel, as defined; and a dwelling unit within a housing facility that offers shared or

communal kitchen spaces to its residents, including a dwelling unit within an assisted living facility.

- 5) Specifies that a landlord must repair or replace a stove or refrigerator subject to a recall by the manufacturer or a public entity within 30 days of receiving notice that the stove or refrigerator is subject to a recall. Clarifies that this should not be construed to prohibit a tenant from exercising the existing remedies of repairing the dilapidation and deducting the costs from rent or vacating the premises.

FISCAL EFFECT: Appropriation: No Fiscal Com.: No Local: No

SUPPORT: (Verified 6/26/2025)

Aids Healthcare Foundation
All Home, a Project of Tides Center
California Rural Legal Assistance Foundation, Inc.
Housing California

OPPOSITION: (Verified 6/26/2025)

California Association of Realtors

ARGUMENTS IN SUPPORT:

According to All Home, which supports AB 628:

While most Californians assume that appliances like a stove and refrigerator are standard in any rental unit, that is not guaranteed under current state law. In fact, some tenants—especially those in lower-income communities or older housing stock—are forced to furnish and maintain these critical appliances themselves, adding hidden costs to already unaffordable rents and compounding barriers to safe and healthy living conditions. A foundational part of housing stability is ensuring that housing is not only available but livable. AB 628 affirms that the ability to store and prepare food safely is a basic necessity—not a luxury.

This is especially troubling for the people we serve—residents with extremely low incomes who are disproportionately Black, Brown, disabled, or formerly unhoused. In the Bay Area, roughly one million residents with extremely low incomes are severely cost-burdened, meaning they spend more than 50 percent of their income on housing. Those who receive no

housing assistance are paying an average of 76 percent of their income in rent. Requiring tenants to bear the cost of appliances that are essential to food security, health, and dignity undermines the very concept of habitability.

By explicitly including a functioning stove and refrigerator in the legal definition of “tenantable” housing, AB 628 updates California’s housing standards to reflect the realities of modern life and codifies what should already be considered the baseline for safe, humane housing. Just as state law requires adequate plumbing, lighting, and heating, it should also ensure that tenants can cook meals and store food in a way that promotes health and safety.

We appreciate that AB 628 also recognizes the practical limitations of certain housing types by exempting permanent supportive housing, senior living communities, and residential hotels that use communal kitchen arrangements. These thoughtful exemptions ensure the bill’s requirements are targeted, enforceable, and aligned with real-world housing models that serve specific populations.

As California continues its work to reduce homelessness, prevent displacement, and increase the supply of affordable housing, we must also ensure that the homes we are preserving, subsidizing, and building meet the basic expectations of habitability. AB 628 helps bring California’s rental housing standards in line with those goals.

ARGUMENTS IN OPPOSITION:

According to the California Association of Realtors, which is opposed to AB 628:

AB 628 would allow disputes over appliance condition to serve as a basis for asserting a habitability violation, effectively creating a new legal defense in unlawful detainer proceedings. This could significantly complicate and delay the unlawful detainer process—even over minor or subjective disagreements about appliance functionality—leading to increased litigation, inconsistent enforcement, and heavier burdens on the courts. Such a change is particularly troubling because habitability violations carry significant legal consequences, including rent withholding, repair-and-deduct claims, and civil penalties. Expanding these provisions should be approached with extreme caution.

California already provides comprehensive habitability protections under Civil Code section 1941.1 and longstanding case law, ensuring that residential units meet essential health and safety standards. Refrigerators and stoves have never been part of that legal framework, and in practice, most landlords already provide these appliances voluntarily. If lack of access were a widespread or systemic issue, we would expect local jurisdictions with rent boards and robust tenant protections to have already adopted similar mandates—but they have not.

The bill also introduces vague and subjective enforcement challenges. In many dense, urban areas—such as San Francisco, Los Angeles, and coastal communities—efficiency units rely on compact appliances, such as mini-fridges or portable cooktops, due to space limitations or building code constraints. AB 628 could generate confusion and legal disputes over what constitutes a “working” or “adequate” appliance, exposing housing providers—especially small housing providers—to new liabilities, unclear regulatory expectations, and costly retrofitting obligations.

Even if a policy rationale exists for encouraging access to appliances, there is no justification for placing such a mandate within California’s habitability statute, which carries broad and serious legal implications. As with Civil Code section 1941.4, which mandates telephone wiring through a separate statutory requirement, a standalone provision could be crafted to support tenant access to appliances without disrupting the structure of California’s habitability and unlawful detainer laws.

ASSEMBLY FLOOR: 54-10, 4/7/25

AYES: Addis, Aguiar-Curry, Ahrens, Alvarez, Arambula, Ávila Farías, Bennett, Berman, Boerner, Bonta, Bryan, Calderon, Caloza, Carrillo, Connolly, Elhawary, Fong, Garcia, Gipson, Mark González, Haney, Harabedian, Hart, Irwin, Jackson, Kalra, Krell, Lowenthal, McKinnor, Nguyen, Ortega, Pacheco, Papan, Patel, Pellerin, Petrie-Norris, Quirk-Silva, Ramos, Ransom, Celeste Rodriguez, Michelle Rodriguez, Rogers, Schiavo, Schultz, Sharp-Collins, Solache, Soria, Stefani, Valencia, Ward, Wicks, Wilson, Zbur, Rivas

NOES: Davies, DeMaio, Dixon, Gallagher, Hadwick, Hoover, Lackey, Macedo, Patterson, Tangipa

NO VOTE RECORDED: Alanis, Bains, Bauer-Kahan, Castillo, Chen, Ellis, Flora, Gabriel, Jeff Gonzalez, Lee, Muratsuchi, Blanca Rubio, Sanchez, Ta, Wallis

Prepared by: Ian Dougherty / JUD. / (916) 651-4113

6/26/25 16:11:40

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