
THIRD READING

Bill No: AB 863
Author: Kalra (D), et al.
Amended: 8/18/25 in Senate
Vote: 21

SENATE JUDICIARY COMMITTEE: 11-2, 7/15/25

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

NOES: Niello, Valladares

SENATE APPROPRIATIONS COMMITTEE: Senate Rule 28.8

ASSEMBLY FLOOR: 50-17, 6/3/25 - See last page for vote

SUBJECT: Residential rental properties: language requirements

SOURCE: Asian Americans Advancing Justice Southern California

DIGEST: This bill requires, for eviction proceedings involving residential property, the Judicial Council to, by January 1, 2027, create a mandatory summons form that is translated into English, Spanish, Chinese, Tagalog, Vietnamese, and Korean, and publish the form on its website.

ANALYSIS:

Existing law:

- 1) Provides that a tenant has committed an unlawful detainer if, having been served proper notice, the tenant continues in possession of the rental property without the landlord's permission after the tenant has failed to pay the rent, violated a covenant of the lease, committed or permitted a nuisance or waste on the premises, or used the premises for an unlawful purpose. (Code of Civil Procedure (Code Civ. Proc.) § 1161.)

- 2) Requires a plaintiff in a civil action, except as otherwise required by statute, to serve upon the defendant a summons that is signed by the clerk and under the seal of the court in which the action is pending. Requires the summons to include specified information, including directions to the defendant as to the time for responding and the consequences for failing to respond, including the following statement in boldface type at the top of the summons: “Notice: You have been sued. The court may decide against you without your being heard unless you respond within 30 days.” Permits each county, by ordinance, to require that the bolded statement be printed in a foreign language, as specified. (Civil Code (Civ. Code) § 412.20.)
- 3) Requires, in an unlawful detainer action, that the landlord serve upon the tenant a copy of the complaint. Specifies that the complaint must contain certain information, including the facts upon which the landlord is seeking recovery of the premises and the method used to serve the tenant with notice. Provides that this latter requirement may be satisfied by using and completing all items relating to service of notice in the appropriate judicial form complaint, or by attaching a proof of service of the notice or notices. (Civ. Code § 1166.)
- 4) Requires a tenant defendant in an unlawful detainer action to respond to a notice of summons within 10 days, excluding weekends and court holidays, of being served with the notice. Specifies that, if service is completed by mail or the Secretary of State’s address confidentiality program, the defendant must file within ten days. (Code Civ. Proc. § 1167.)
- 5) Requires entry of default and default judgment against the defendant if they fail to appear and defend against the unlawful detainer action, if upon written application of the plaintiff with proof of service of the summons and complaint. Provides that the court must issue a writ of execution, and thereafter the plaintiff may apply to the court for any other relief demanded in the complaint, including costs. (Code Civ. Proc. § 1169.)
- 6) Requires that any person engaged in a trade or business, who negotiates a specified contract or agreement primarily in Spanish, Chinese, Tagalog, Vietnamese, or Korean, deliver to the other party to the contract or agreement, or anyone who will be signing the agreement, and before the execution of that contract or agreement, a translation of the contract or agreement in the language in which the contract was negotiated:

- a) Provides an exception to this requirement where the party with whom the person engaged in a trade or business is negotiating negotiates the terms of the contract or agreement through their own interpreter.
- b) Provides that the terms in the English version of the contract shall determine the rights and obligations of the parties, and that the translated version may only be used in court as evidence to show that no contract was entered into because of substantial differences in material terms between the English version and the translated version.
- c) Provides that an aggrieved person for a violation of this provision may rescind the contract or agreement, as provided. (Civ. Code § 1632(b).)

This bill requires, for unlawful detainer actions regarding residential property, the Judicial Council to, by January 1, 2027, create a single, mandatory summons form that includes the information specified by current law, as described in (2) above, in English, Spanish, Chinese, Tagalog, Vietnamese, and Korean. It requires Judicial Council to publish this form on its internet website.

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

SUPPORT: (Verified 8/26/25)

Asian Americans Advancing Justice Southern California (source)
 California Asian Pacific American Bar Association
 Chinese for Affirmative Action
 LEAD Filipino
 Power California Action
 UnidosUS
 What We All Deserve

OPPOSITION: (Verified 8/26/25)

None received

ARGUMENTS IN SUPPORT:

According to Asian Americans Advancing Justice, which is a sponsor of AB 863:

As California continues to address our housing crisis by preventing further displacement and homelessness, we must not leave behind renters who are limited English proficient (LEP). According to 2021 American Community Survey data, about 3.2 million (or about 18%) of the 16 million renters are limited English proficient (LEP), and Spanish and Asian speaking tenants

make up a majority of this specific population. Among all LEP tenants, about 2.3 million are Spanish speakers who do not speak English very well, and about 700,000 of them are Asian language speakers.

Current law protects California tenants under certain language groups, namely those who speak Spanish, Chinese, Tagalog, Vietnamese and Korean, by requiring landlords to provide rental contracts in such language, should they negotiate the lease in those languages. AB 863 ensures tenants stay protected during the eviction process.

As soon as the eviction process begins, a tenant only has very limited timing to respond to notices. For example, a tenant has only 10 days to respond to a summons and complaint, and cases are often defaulted where tenants are evicted without getting their day in court. If a tenant speaks a primary language that is not English, and they are unable to comprehend the eviction notice, summons or the complaint, the eviction process could quickly snowball.

ARGUMENTS IN OPPOSITION:

ASSEMBLY FLOOR: 50-17, 6/3/25

AYES: Addis, Aguiar-Curry, Ahrens, Alvarez, Arambula, Ávila Farías, Bains, Bennett, Berman, Boerner, Bonta, Bryan, Caloza, Connolly, Elhawary, Fong, Garcia, Gipson, Mark González, Haney, Harabedian, Hart, Irwin, Jackson, Kalra, Krell, Lee, Lowenthal, McKinnor, Muratsuchi, Nguyen, Ortega, Papan, Patel, Pellerin, Petrie-Norris, Quirk-Silva, Ransom, Celeste Rodriguez, Rogers, Schiavo, Schultz, Sharp-Collins, Stefani, Ta, Ward, Wicks, Wilson, Zbur, Rivas
NOES: Alanis, Chen, Davies, DeMaio, Dixon, Ellis, Flora, Gallagher, Jeff Gonzalez, Hadwick, Hoover, Lackey, Macedo, Patterson, Sanchez, Tangipa, Wallis

NO VOTE RECORDED: Bauer-Kahan, Calderon, Carrillo, Castillo, Gabriel, Pacheco, Ramos, Michelle Rodriguez, Blanca Rubio, Solache, Soria, Valencia

Prepared by: Ian Dougherty / JUD. / (916) 651-4113
8/27/25 12:12:28

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