

SENATE JUDICIARY COMMITTEE
Senator Thomas Umberg, Chair
2025-2026 Regular Session

AB 878 (Kalra)
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Hearing Date: July 15, 2025
Fiscal: No
Urgency: No
ME

SUBJECT

Victims of abuse or violence: reasonable accommodations

DIGEST

This bill strengthens rental housing protections for survivors of domestic violence, abuse, and other serious crimes.

EXECUTIVE SUMMARY

In addition to everything else they must overcome, survivors¹ of domestic violence, abuse, and other crimes frequently have to navigate complex rental housing scenarios. Some may need to move quickly for safety. Others may want or need to stay put, but find that the very same violence, abuse, and crime that they have had to endure puts them at risk of losing their homes as well. Provisions in existing California law are intended to aid survivors in these scenarios. For example, survivors of domestic violence, abuse, or other serious crimes may break their lease without the usual penalties. Another law prohibits landlords from evicting tenants for nuisance if the basis for that nuisance is a specified type of violence or abuse and the tenant was the survivor. The author and sponsors of this bill contend that existing protections have shortcomings and must be strengthened in order to protect survivors from further danger and also from losing their housing stability. This bill strengthens survivor tenant protections. A landlord or a landlord's agent who violates provisions of the bill could be liable to the tenant in a civil action for actual damages sustained by the tenant and statutory damages of not less than \$100 and not more than \$5,000.

AB 878 is sponsored by Californians for Safety and Justice. Support comes from a broad spectrum of advocates for survivors of domestic violence and other crimes who believe

¹ The target of violence or abuse is certainly a victim of it, in the sense that the target bears no culpability for what has occurred. However, the term "victim" of abuse or violence can be taken to imply passivity or weakness in the face of what has occurred. To emphasize the strength and resiliency involved, advocates for those who have endured violence or abuse often prefer the term "survivor." Respecting that preference, this analysis uses the term survivor predominantly. Where the term victim is used instead, no distinction in meaning is intended.

the bill will prevent survivors from being further victimized through the loss of their housing. Opposition comes from the California Association of Realtors.

PROPOSED CHANGES TO THE LAW

Existing law:

- 1) Requires a landlord to change the locks of a tenant's dwelling unit upon the protected tenant's written request, as specified, and upon the tenant giving the landlord a copy of a court order, a police report, or documentation from a qualified third party based on information that the third party received in their professional capacity, showing that the tenant, or a member of the tenant's family or household, has been a victim of domestic violence, sexual assault, stalking, or other specified offense. (Civ. Code § 1941.5 (b) & (d).)
- 2) Prohibits a landlord from terminating or failing to renew a tenancy, except as specified, based on an act of abuse or violence against a tenant, a tenant's immediate family member, or a tenant's household member if the landlord has received documentation evidencing abuse or violence against the tenant, the tenant's immediate family member, or the tenant's household member. (Civ. Code § 1161.3(b).)
- 3) Allows a tenant to provide a landlord with written notice, as specified, that the tenant, a household member, or immediate family member was a victim of an act of domestic violence, sexual assault, stalking, human trafficking, elder abuse, or other specified crime, and that the tenant intends to terminate the tenancy. Requires the written notice to be accompanied with a copy of a protective order, a copy of a police report, or documentation from a qualified third party showing that the tenant, a household member, or an immediate family member has been a victim of a specified act of violence. (Civ. Code § 1946.7.)
- 4) Applies for purposes of the above the following definitions:
 - a) "Household member" means a member of the tenant's family who lives in the same residential unit as the tenant.
 - b) "Immediate family member" means the parent, stepparent, spouse, child, child-in-law, stepchild, or sibling of the tenant, or any person living in the tenant's household at the time the crime or act occurred who has a relationship with the tenant that is substantially similar to that of a family member.
 - c) "Qualified third party" means a health practitioner, domestic violence counselor, sexual assault counselor, or a human trafficking caseworker, as these are defined in existing law. (Civ. Code § 1946.7(h).)

This bill:

- 1) Provides that this bill does not require a landlord or landlord's agent to undertake an action that constitutes an undue hardship on the landlord, as defined by Section 12926 of the Government Code.
- 2) Provides that a landlord or a landlord's agent shall, upon request, provide a reasonable accommodation to a tenant who is a victim or whose family or household member is a victim of an act that is any of the following:
 - a) Domestic violence defined as any of the types of abuse set forth in Family Code Section 6211.
 - b) Sexual assault, as defined in Sections 261, 261.5, 286, 287, or 289 of the Penal Code.
 - c) Stalking, as defined in Section 1708.7 of the Civil Code.
 - d) Human trafficking, as defined in Section 236.1 of the Penal Code.
 - e) Abuse of an elder or a dependent adult, as defined in Section 15610.07 of the Welfare and Institutions Code.
 - f) A crime that caused bodily injury or death.
 - g) A crime that included the exhibition, drawing, brandishing, or use of a firearm or other deadly weapon or instrument.
 - h) A crime that included the use of force against the victim or a threat of force against the victim.
- 3) Requires the landlord or landlord's agent to respond to any request under this bill within five calendar days, unless extenuating circumstances beyond the landlord's or landlord's agent's control require additional time, in which case the landlord or landlord's agent shall notify the tenant in writing of the reason for delay and provide an estimated response timeframe within five calendar days of the tenant's request.
- 4) Provides that if a landlord or a landlord's agent receives a request for a reasonable accommodation that they cannot grant in a timely manner, the landlord or the landlord's agent shall engage in a timely, good faith, and interactive process with the tenant to identify, evaluate, and implement a reasonable accommodation that allows the tenant to have equal enjoyment of and access to a unit. Specifies that "timely" means a response from the landlord or their agent within five calendar days.
- 5) Provides that the landlord or the landlord's agent may request certification from a tenant requesting a reasonable accommodation demonstrating the tenant's status, or the tenant's family or household member's status, as a victim. Provides that if the tenant has previously provided a compliant certification, the tenant has complied with this requirement. Defines "certification" to mean any form of documentation described in Civil Code Section 1941.5 (d).

- 6) Requires that any certification or other documentation provided to a landlord or a landlord's agent identifying a tenant or the tenant's family or household member as a victim shall be maintained as confidential by the landlord and the landlord's agent and shall not be disclosed by the landlord or the landlord's agent except in an authorized disclosure. Defines "authorized disclosure" as a disclosure of a certification or other documentation in accordance with any of the following: a requirement under federal or state law; the necessity to protect a tenant's safety in the unit; a requirement to administer or implement the requested accommodation; or upon a tenant's explicit authorization in writing.
- 7) Provides that the tenant shall be given written notice before any authorized disclosure of a certification or other documentation.
- 8) Specifies that furnishing evidence or providing a certification as required by this bill shall not waive any confidentiality or privilege that may exist between the tenant or tenant's family or household member and a third party.
- 9) Specifies that a landlord's or a landlord's agent's duty to provide reasonable accommodations is ongoing.
- 10) Specifies that some individuals may require only one reasonable accommodation, while others may need more than one.
- 11) Requires a landlord or a landlord's agent to consider each request for a reasonable accommodation separately.
- 12) Requires a landlord or a landlord's agent to provide written notice whether a request has been approved.
- 13) Provides that if, after the landlord or the landlord's agent has engaged in an interactive and good faith process with the tenant, the landlord or landlord's agent denies the request because the request would cause an undue hardship on the landlord, the landlord or the landlord's agent shall provide written notice detailing reasons for denial of accommodations.
- 14) Prohibits a landlord or a landlord's agent from retaliating against a tenant for requesting a reasonable accommodation under this bill, regardless of whether the request was granted. Specifies that "retaliate" means any adverse action taken by a landlord or a landlord's agent against a tenant in response to a request for reasonable accommodation under bill pursuant to Civil Code Section 1942.5 (d) and consistent with other applicable state law.
- 15) Defines "crime" to mean a crime or public offense as set forth in Government Code Section 13951, regardless of whether any person is arrested for, prosecuted for, or convicted of committing the crime.

- 16) Defines “Family” as having the same meaning as “immediate family member” as defined in Civil Code Section 1946.7 (h)(3).
- 17) Defines “household member” as a person who resides in the same dwelling unit as the tenant, including a family member or any other lawful occupant of the unit.
- 18) Provides that “reasonable accommodation” means an exception, change, or adjustment in rules, policies, practices, or services to afford the tenant an equal opportunity to use and enjoy a dwelling unit and public and common use areas or an equal opportunity to obtain, use, or enjoy a housing opportunity and may include, but is not limited to, any of the following:
 - a) A unit transfer, if available.
 - b) Reassignment of a parking space, if available.
 - c) Permission to install a doorbell camera at the tenant’s expense.
 - d) Permission to install a security camera inside a unit at the tenant’s expense.
 - e) A reasonable amount of additional time to move under the existing lease terms, if the unit has not already been rented by the landlord or landlord’s agent to a new tenant when the tenant requests a reasonable accommodation.
 - f) A reasonable amount of additional time to pay rent. A landlord or a landlord’s agent shall work with the tenant requesting additional time to pay rent to determine a reasonable timeframe in which the tenant shall pay rent.
 - g) Assistance with documenting domestic violence, sexual assault, stalking, or another act of violence that occurs on the property by providing any factual information that the landlord or landlord’s agent has collected regarding abuse or violence that the tenant experienced on the property, if any. Specifies that “assistance” shall not mean that the landlord or landlord’s agent is required to communicate with the perpetrator of violence, to gather information relating to the abuse, assault, stalking, or act of violence, or to otherwise proactively seek information or intervene regarding any incidences of domestic abuse, sexual assault, stalking, or other act of violence specified in 2), above, that occurs on the property.
 - h) Rescinding a previously submitted notice of intent to vacate via written request, provided that the unit has not already been rerented or legally committed to a new tenant at the time the request for an accommodation was made.
- 19) Provides that nothing in 18), above, shall be construed to require the landlord or landlord’s agent to take either of the following actions if doing so would cause the landlord or landlord’s agent undue hardship:
 - a) accept a rent payment more than 15 days after it has become due; or
 - b) accept a reduced amount of rent for a more expensive unit if the tenant has transferred to a more expensive unit.
- 20) Specifies that “request for a reasonable accommodation” means a request made in accordance with any of the following: May be made in any manner, orally or in writing, or through a representative; Need not include the phrase “reasonable

accommodation;" May be made at any time, including, but not limited to, during the inquiry or application process before a lease is signed during a tenancy or occupancy of a unit during litigation at or after trial, and after judgment, in appropriate circumstances.

21) Provides that a landlord or a landlord's agent who violates this bill shall be liable to the tenant in a civil action for actual damages sustained by the tenant and statutory damages of not less than \$100 and not more than \$5,000.

22) Specifies that these remedies shall be in addition to any other remedy provided by law and that the rights, remedies, and penalties established by this bill shall not be construed to supersede the rights, remedies, or penalties established under other laws, including, but not limited to, the California Fair Employment and Housing Act, Article 9.5 (commencing with Section 11135) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code, the Unruh Civil Rights Act, the federal Fair Housing Act, and any implementing regulations thereunder.

COMMENTS

1. Background on legislative efforts to protect tenant survivors of violence or abuse

Survivors of violent crime, domestic violence, sexual assault, stalking, human trafficking, and elder and dependent adult abuse face numerous challenges when seeking to regain control of their lives. A national survey of crime survivors found that housing insecurity affects victims of violent crime at high rates – nearly 1 in 3 survivors of violent crime (31%) would have wanted but did not receive emergency or temporary housing, and more than half (52%) wanted to relocate. More than 1 in 4 violent crime survivors feared being forced out of their housing or were evicted because of their victimization.² The Legislature has recognized that survivors of these crimes who rent their homes face additional obstacles. In some cases the survivor may need to move away quickly to a safer location, but is subject to a lease that binds them to their current residence. In other scenarios, the survivor may want or need to stay in their home, but finds themselves at risk of eviction on account of the very violence or abuse that the survivor has endured. In order to aid survivors facing these scenarios, the Legislature has established two provisions in law. Civil Code Section 1946.7 gives survivors of violence and abuse the option of terminating a lease early and moving out. Code of Civil Procedure Section 1161.3 prevents a landlord from terminating a tenancy or evicting a tenant on account of specified forms of crime and abuse if the perpetrator of the crime or abuse is not another tenant of the unit and the tenant provides specified documentation verifying that the tenant was the victim of what occurred.

² Alliance for Safety and Justice, *Crime Survivors Speak: National Survey of Victims' Views on Safety and Justice* (2022) available at: <https://allianceforsafetyandjustice.org/wp-content/uploads/2022/09/Alliance-for-Safety-and-Justice-Crime-Survivors-Speak-September-2022.pdf> [as of July 9, 2025].

These two provisions have their origins in legislation enacted over a decade ago. Since then, both provisions have evolved to their present form through a series of additions and revisions. (*See Prior Legislation, below, for details of this evolution.*) Among other things, these changes have expanded the types of violence or abuse that give rise to the protections, authorized the use of a wider variety of evidence to document that the violence or abuse took place, and ensured the confidentiality of the documentation used.

This bill may be seen as the latest iteration in this evolutionary process. The advocates for survivors of violence and abuse who are sponsoring this bill see shortcomings in the existing law that cause it to fail to protect survivors in many instances. The bill is intended to shore up those shortcomings, thus improving upon California's legal regime for aiding those who have endured violence or abuse.

In general, the establishment and evolution of these provisions has been typified by collaborative, if occasionally adversarial, conversations between the landlord community and advocates for survivors, fueled by a common conviction that survivors should not suffer additional harm related to their rental housing merely because they have endured violence and abuse, coupled with a recognition that these scenarios place landlords, neighbors, and households in often difficult and delicate positions through no fault of their own.

2. Facilitating survivors' safety

As it exists today, California law requires a landlord to change the locks of a tenant's dwelling unit upon the protected tenant's written request, and upon the tenant giving the landlord a copy of a court order, a police report, or documentation from a qualified third party based on information that the third party received in their professional capacity, showing that the tenant, or a member of the tenant's family or household, has been a victim of domestic violence, sexual assault, stalking, or other specified offense. (Civ. Code § 1941.5 (b) & (d).) California law also prohibits a landlord from terminating or failing to renew a tenancy, except in limited circumstances, based on an act of abuse or violence against a tenant, a tenant's immediate family member, or a tenant's household member if the landlord has received documentation evidencing abuse or violence against the tenant, the tenant's immediate family member, or the tenant's household member. (Civ. Code § 1161.3(b).) California law also allows a tenant to provide a landlord with written notice that the tenant, a household member, or immediate family member was a victim of an act of domestic violence, sexual assault, stalking, human trafficking, elder abuse, or other specified crime, and that the tenant intends to terminate the tenancy. The written notice must be accompanied with a copy of a protective order, a copy of a police report, or documentation from a qualified third party showing that the tenant, a household member, or immediate family member has been a victim of a specified act of violence. (Civ. Code § 1946.7.)

AB 878 would add additional provisions in the law to help keep survivors safe and housed. This bill strengthens survivor tenant protections by requiring that a landlord or a landlord's agent shall, upon request, provide a reasonable accommodation to a tenant who is a victim or whose family or household member is a victim of domestic violence, sexual assault, stalking, human trafficking, and other specified crimes. A landlord or a landlord's agent who violates provisions of the bill would be liable to the tenant in a civil action for actual damages sustained by the tenant and statutory damages of not less than \$100 and not more than \$5,000.

According to the author:

Domestic violence is a highly disruptive force, capable of completely upending its victims' lives. Aside from directly traumatizing victims, it often makes it unsafe for them to remain in their current residences, forcing them to move or become unhoused. While shelters can step in and provide stopgap housing for some survivors, the number of survivors in need of assistance far exceeds the capacity of existing shelter facilities.

To address this issue, AB 878 will allow survivors of violence and their family members to request reasonable safety accommodations from their landlords. These accommodations can include unit transfers, parking changes, additional time to move, additional time to pay rent, and permission to install a doorbell camera. By establishing this process, AB 878 will give survivors the tools they need to safely remain in their homes, offering them critical stability as they recover from the violence they have experienced.

As sponsor of the bill, Californians for Safety and Justice writes:

This important legislation will allow victims of violence and abuse to stay safe by requesting reasonable accommodations from their landlords, such as doorbell camera installation, unit transfer, or parking spot change. While California has made significant efforts to reduce barriers to protective accommodations for survivors of violence, gaps remain. AB 878 provides necessary protections to allow victims of violence to be safe in their home.

For the millions of Californians who are survivors of abuse or violence, housing stability is essential to ensure their physical, mental and emotional wellbeing. Having safe and stable housing supports healing in the wake of victimization and helps survivors avoid further victimization. Unfortunately, many survivors face insurmountable barriers in securing and maintaining safe housing, leaving them vulnerable. For example, a national survey conducted by The National Center on Family Homelessness, found that for half of women experiencing homelessness, domestic violence was the immediate cause. Additionally, individuals who lack stable housing are four times more likely to experience domestic violence, and many survivors are denied shelter due to overburdened

resources. No survivor should have to choose between their safety and their housing stability.

Recognizing the critical link between housing stability and safety, the legislature has taken steps in recent years to strengthen protections for crime victims who are renters, including ensuring that survivors can break a lease early to escape violence (Cal Civil Code §§1946.7), avoid eviction due to abuse (Cal Civ. Proc. Code §§1161.3, 1175.27), and change their locks (Cal Civil Code §§1941.5, 1941.6). However, for those who wish to remain in their homes or create safety in a new home, the law fails to provide the necessary protections and accommodations to ensure their continued safety. The current gap in housing protections leaves survivors of violence vulnerable to further harm, housing insecurity, and potential retaliation from housing providers.

The Mechoopda Indian Tribe of Chico Rancheria writes the following in support of the bill:

[. . .] AB 878 provides necessary protections to allow victims of violence to be safe in their home.

As a sovereign Native Nation, we hold the safety and well-being of our citizens as a sacred responsibility. Violence – particularly domestic violence, sexual assault, and stalking – continues to affect Native communities at disproportionately high rates, and it is our duty to stand behind policies that protect survivors and promote healing.

For our people, home is more than a structure – it is a place of connection, identity, and spiritual grounding. No one should be forced to leave their home in order to escape violence. This legislation reflects the values we have always upheld: protection of the vulnerable, respect for individual dignity, and the strengthening of community.

For the millions of Californians who are survivors of abuse or violence, housing stability is essential to ensure their physical, mental and emotional wellbeing. Having safe and stable housing supports healing in the wake of victimization, and helps survivors avoid further victimization. Unfortunately, many survivors face insurmountable barriers in securing and maintaining safe housing, leaving them vulnerable. [. . .]

3. Other stakeholder positions

The California Apartment Association has a neutral position on the bill as proposed to be amended in Committee.

The California Association of Realtors is opposed to the bill in print and as of the publishing of this analysis has not changed their position on the bill. Their main concerns with the bill in print is the private right of action and the possibility that a landlord would have to accept rent that is beyond five days past due. The author has agreed to take amendments in Committee that will substantially alter the private right of action. Those amendments are reflected in the mock up at the end of this analysis. The author has agreed to also take amendment that make it clear that a landlord must make their *best efforts* to provide a reasonable accommodation. The bill in print specifies that a landlord *shall*, upon request, provide a reasonable accommodation. The amendments also make it clear that a landlord is not required to accept a rent payment more than 15 days after it has become due.

a. Reasonable accommodation

This bill has been amended to define what could constitute a “reasonable accommodation.” This bill specifies that a “reasonable accommodation” means an exception, change, or adjustment in rules, policies, practices, or services to afford the tenant an equal opportunity to use and enjoy a dwelling unit and public and common use areas or an equal opportunity to obtain, use, or enjoy a housing opportunity and may include, but is not limited to, any of the following:

- (i) A unit transfer, if available.
- (ii) Reassignment of a parking space, if available.
- (iii) Permission to install a doorbell camera at the tenant’s expense.
- (iv) Permission to install a security camera inside a unit at the tenant’s expense.
- (v) A reasonable amount of additional time to move under the existing lease terms, if the unit has not already been rented by the landlord or landlord’s agent to a new tenant when the tenant requests a reasonable accommodation.
- (vi) A reasonable amount of additional time to pay rent. A landlord or a landlord’s agent shall work with the tenant requesting additional time to pay rent to determine a reasonable timeframe in which the tenant shall pay rent.
- (vii) Assistance with documenting domestic violence, sexual assault, stalking, or another act of violence as specified in subdivision (b) that occurs on the property by providing any factual information that the landlord or landlord’s agent has collected regarding abuse or violence that the tenant experienced on the property, if any. “Assistance” shall not mean that the landlord or landlord’s agent is required to communicate with the perpetrator of violence, to gather information relating to the abuse, assault, stalking, or act of violence, or to otherwise proactively seek information or intervene regarding any incidences of domestic abuse, sexual assault, stalking, or other act of violence, as specified, that occurs on the property.
- (viii) Rescinding a previously submitted notice of intent to vacate via written request, provided that the unit has not already been rerented or legally committed to a new tenant at the time the request for an accommodation was made.

The author has agreed to amendments to further clarify that “a landlord or landlord’s agent shall, upon request, *make best efforts* to provide a reasonable accommodation to a

tenant who is a victim or whose family or household member is a victim” of specified crimes. A landlord is not required to agree to the particular accommodation that is requested by the tenant. Additionally, the landlord is not required to undertake an action that constitutes an undue hardship on the landlord.

b. Enforcement mechanism

According to advocates for survivors the bill has an enforcement mechanism to ensure landlords adhere to the provisions of the bill. Specifically, the bill in print would subject a landlord who is in violation of any provision of the bill to liability. A landlord or a landlord’s agent who violates the bill would be liable to the tenant in a civil action for actual damages sustained by the tenant and statutory damages of not less than \$100 and not more than \$5,000. These penalties apply to any violation of the bill, including for example, failing to respond to the tenant’s request within 5 days without extenuating circumstances. Since “extenuating circumstances” is not defined in the bill there might not be a meeting of minds between a tenant and a landlord with regard to what constitutes an “extenuating circumstance” and the matter would need to be resolved in court and could subject the landlord to mandatory penalties.

The author has agreed to amendments that make it clear that a court *may* award damages and penalties and that the damages and penalties are not mandatory. Additionally, the amendments specify that a landlord is not required to grant an accommodation, instead the amendments require the landlord to make *best efforts* to provide a reasonable accommodation. Damages and civil penalties are prohibited if complying with provisions of the bill would constitute an undue hardship on the landlord.

SUPPORT

Californians for Safety and Justice
Alianza Translatinx
Black Women for Wellness Action Project
Cahuilla Consortium
California Partnership to End Domestic Violence
California Rural Legal Assistance Foundation
Choose Your Path Foundation
East Bay Community Law Center
Ella Baker Center for Human Rights
Empower Tehama
Fair Housing Advocates of Northern California
Family Violence Appellate Project
Family Violence Law Center
Healthy Alternatives to Violent Environments
Housing and Economic Rights Advocates
Housing Opportunities Mean Everything Cohort

Human Options
Iipay Nation of Santa Ysabel
Initiate Justice
Jenesse Center
Mechoopda Indian Tribe of Chico Rancheria
Messaging for Success
National Housing Law Project
Public Advocates
So'oh-Shinálí Sister Project
Starting Over, Inc.
Starting Over Strong
Strong Hearted Native Women's Coalition, Inc.
Youth Alliance

OPPOSITION

California Association of Realtors
Southern California Rental Housing Association

RELATED LEGISLATION

Pending Legislation: None known.

Prior Legislation:

SB 1051 (Eggman, Ch. 75, Stats. 2024) protected survivors of abuse by requiring landlords to change the locks of tenants, at the landlord's own expense, within 24 hours of being provided with specified information regarding the abuse. The bill expanded the list of professionals who can certify that the abuse occurred that triggers the protections under the bill. SB 1051 also prohibited a landlord or potential landlord from taking adverse action against the tenant or prospective tenant for exercising their rights under the bill.

SB 1190 (Durazo, Ch. 205, Stats. 2020) extended existing provisions of law authorizing a tenant to terminate a tenancy when the tenant or a household member is a victim of domestic violence, sexual assault, stalking, human trafficking, or elder and dependent adult abuse to also include a crime that caused bodily injury or death, the exhibition, drawing, brandishing, or use of a firearm or other deadly weapon or instrument, or that included the use of force or threat of force against the victim, and expands these provisions to apply if an immediate family member of the tenant is a victim of an eligible crime, as provided.

AB 2413 (Chiu, Ch. 190, Stats. 2018) enacted a set of provisions primarily designed to: (1) make it easier for tenants to obtain the documentation necessary to secure limited protection against eviction when they, or members of their household, have been victims of domestic violence, sexual assault, stalking, human trafficking, elder abuse, or

dependent abuse; and (2) ensure that landlords do not evict or otherwise penalize tenants solely because law enforcement or other emergency services have been summoned to the property to come to the aid of those tenants as victims of domestic violence, abuse, crime, or other emergencies.

AB 418 (Chiu, Ch. 70, Stats. 2015) extended indefinitely the authorization to use documentation from a qualified third party based on information received by that third party while acting in their professional capacity, as specified, to support a notice to terminate a tenancy when the tenant or a household member becomes the victim of domestic violence, sexual assault, stalking, human trafficking, or abuse of an elder or dependent adult. Reduced from 30 to 14 days the obligation of a tenant who becomes a victim, as specified, to pay rent after providing the landlord with notice to terminate the tenancy, and states that thereafter the tenant shall be released from any rent payment obligation under their lease or rental agreement without penalty.

SB 612 (Leno, Ch. 130, Stats. 2013) extended tenant protections to victims of human trafficking. Allowed a tenant to terminate their lease upon the issuance of documentation from qualified third parties that demonstrates the tenant or a household member is seeking assistance for physical or mental injuries resulting from abuse, and prohibits landlords from disclosing information related to a tenant's early termination based on abuse, as specified.

SB 1403 (Yee, Ch. 516, Stats. 2012) extended existing tenant protections to victims of elder or dependent adult physical abuse. Also added protective orders to the list of qualifying documents that a tenant may provide to a landlord to substantiate early termination of a lease.

SB 782 (Yee, Ch. 626, Stats. 2010) prohibited a landlord from terminating a tenancy based upon an act or acts of domestic violence, sexual assault, or stalking against the tenant or tenant's household member, if the act(s) can be appropriately documented and the perpetrator is not a tenant of the same dwelling unit as the tenant. Permitted a tenant to change locks of the dwelling unit, or request the landlord to do so, as specified, if the tenant has a restraining order against another person based on that other person's acts of domestic violence, sexual assault, or stalking against the tenant.

AB 2052 (Lieu, Ch. 440, Stats. 2008) authorized a tenant to notify the landlord in writing that they or a household member, as defined, was a victim of an act of domestic violence, sexual assault, or stalking, as defined, and intends to terminate the tenancy. The bill required the tenant to attach a copy of a temporary restraining order or emergency protective order, or a copy of a specified written report by a peace officer, to the notice. The bill authorized the tenant to quit the premises and the tenant is discharged from payment of rent for any period following 30 days from the date of the notice, or as specified. The bill provided that the notice to terminate tenancy shall be given within 60 days, of date the order was issued or the report was made, or as specified. The provisions of the bill sunset on January 1, 2012. This bill provided that

other tenants except a household member who is a victim of domestic violence, sexual assault, or stalking and members of that person's family were not released from their obligations under the rental agreement.

PRIOR VOTES:

Assembly Floor (Ayes 60, Noes 3)
Assembly Judiciary Committee (Ayes 9, Noes 1)

MOCK-UP OF PROPOSED AMENDMENTS TO AB 878 (KALRA)³

SECTION 1.

Section 1941.5.1 is added to the Civil Code, to read:

1941.5.1.

(a) For the purposes of this section, the following definitions apply:

(1) "Authorized disclosure" means disclosure of a certification or other documentation in accordance with any of the following:

(A) A requirement under federal or state law.

(B) A necessity to protect a tenant's safety in the unit.

(C) A requirement to administer or implement the requested accommodation.

(D) Upon a tenant's explicit authorization in writing.

(2) "Certification" means any form of documentation described in subdivision (d) of Section 1941.5 evidencing abuse or violence against a tenant or a tenant's family or household member.

(3) "Crime" means a crime or public offense as set forth in Section 13951 of the Government Code, regardless of whether any person is arrested for, prosecuted for, or convicted of committing the crime.

(4) "Domestic violence" means any of the types of abuse set forth in Section 6211 of the Family Code.

(5) "Family" has the same meaning as "immediate family member" is defined in paragraph (3) of subdivision (h) of Section 1946.7.

(6) "Household member" means a person who resides in the same dwelling unit as the tenant, including a family member or any other lawful occupant of the unit.

(7) (A) "Reasonable accommodation" means an exception, change, or adjustment in rules, policies, practices, or services to afford the tenant an equal opportunity to use and enjoy a dwelling unit and public and common use areas or an equal opportunity to

³ Amendments are reflected in strike outs and underlines and are subject to nonsubstantive changes recommended by the Office of Legislative Counsel.

obtain, use, or enjoy a housing opportunity and may include, but is not limited to, any of the following:

- (i) A unit transfer, if available.
- (ii) Reassignment of a parking space, if available.
- (iii) Permission to install a doorbell camera at the tenant's expense.
- (iv) Permission to install a security camera inside a unit at the tenant's expense.
- (v) A reasonable amount of additional time to move under the existing lease terms, if the unit has not already been rented by the landlord or landlord's agent to a new tenant when the tenant requests a reasonable accommodation.
- (vi) A reasonable amount of additional time to pay rent. A landlord or a landlord's agent shall work with the tenant requesting additional time to pay rent to determine a reasonable timeframe in which the tenant shall pay rent.
- (vii) Assistance with documenting domestic violence, sexual assault, stalking, or another act of violence as specified in subdivision (b) that occurs on the property by providing any factual information that the landlord or landlord's agent has collected regarding abuse or violence that the tenant experienced on the property, if any. "Assistance" shall not mean that the landlord or landlord's agent is required to communicate with the perpetrator of violence, to gather information relating to the abuse, assault, stalking, or act of violence, or to otherwise proactively seek information or intervene regarding any incidences of domestic abuse, sexual assault, stalking, or other act of violence specified in subdivision (b) that occurs on the property.
- (viii) Rescinding a previously submitted notice of intent to vacate via written request, provided that the unit has not already been rerented or legally committed to a new tenant at the time the request for an accommodation was made.

(B) Nothing in this paragraph shall be construed to require the landlord or landlord's agent to take either of the following actions ~~if doing so would cause the landlord or landlord's agent undue hardship~~:

- (i) Accept a rent payment more than 15 days after it has become due.
- (ii) Accept a reduced amount of rent for a more expensive unit if the tenant has transferred to a more expensive unit.

(8) "Request for a reasonable accommodation" means a request made in accordance with any of the following:

(A) May be made in any manner, orally or in writing, or through a representative.

(B) Need not include the phrase "reasonable accommodation."

(C) May be made at any time while the requester is a tenant, ~~including, but not limited to, the following~~:

~~(i) During the inquiry or application process.~~

~~(ii) Before a lease is signed.~~

~~(iii) During a tenancy or occupancy of a unit.~~

~~(iv) During litigation.~~

~~(v) At or after trial.~~

~~(vi) After judgment, in appropriate circumstances.~~

(9) "Retaliate" means any adverse action taken by a landlord or a landlord's agent against a tenant in response to a request for reasonable accommodation under this

~~section pursuant to subdivision (d) of Section 1942.5~~ and consistent with other applicable state law.

(10) "Timely" means a response from the landlord or their agent within five calendar days.

(b) A landlord or a landlord's agent shall, upon request, make best efforts to provide a reasonable accommodation to a tenant who is a victim or whose family or household member is a victim of an act that is any of the following:

(1) Domestic violence.

(2) Sexual assault, as defined in Section 261, 261.5, 286, 287, or 289 of the Penal Code.

(3) Stalking, as defined in Section 1708.7.

(4) Human trafficking, as defined in Section 236.1 of the Penal Code.

(5) Abuse of an elder or a dependent adult, as defined in Section 15610.07 of the Welfare and Institutions Code.

(6) A crime that caused bodily injury or death.

(7) A crime that included the exhibition, drawing, brandishing, or use of a firearm or other deadly weapon or instrument.

(8) A crime that included the use of force against the victim or a threat of force against the victim.

(c) The landlord or landlord's agent shall respond to any request under this section within five calendar days of receipt of the request, unless extenuating circumstances beyond the landlord's or landlord's agent's control require additional time, in which case the landlord or landlord's agent shall notify the tenant in writing of the reason for delay and provide an estimated response timeframe within five calendar days of the tenant's request.

(d) If a landlord or a landlord's agent receives a request for a reasonable accommodation that they cannot grant in a timely manner, the landlord or the landlord's agent shall engage in a timely, good faith, and interactive process with the tenant to make best efforts to identify, evaluate, and implement a reasonable accommodation that allows the tenant to have equal enjoyment of and access to a unit. If the requested accommodation is denied, the landlord or the landlord's agent shall provide written notice detailing the reason for denial of the accommodation.

(e) The landlord or the landlord's agent may request certification from a tenant requesting a reasonable accommodation pursuant to this subdivision demonstrating the tenant's status, or the tenant's family or household member's status, as a victim. If the tenant has previously provided a compliant certification, the tenant has complied with this subdivision.

(1) Any certification or other documentation provided to a landlord or a landlord's agent identifying a tenant or the tenant's family or household member as a victim shall be maintained as confidential by the landlord and the landlord's agent and shall not be disclosed by the landlord or the landlord's agent except in an authorized disclosure.

(2) The tenant shall be given written notice before any authorized disclosure of a certification or other documentation pursuant to this subdivision.

(3) Furnishing evidence or providing a certification under this subdivision shall not waive any confidentiality or privilege that may exist between the tenant or tenant's family or household member and a third party.

(f) A landlord's or a landlord's agent's duty to make best efforts to provide reasonable accommodations is an ongoing one. Some individuals may require only one reasonable accommodation, while others may need more than one. A landlord or a landlord's agent shall consider each request for a reasonable accommodation under this section separately under the standards in this section.

(g) A landlord or a landlord's agent shall provide written notice whether a request has been approved or denied. If, after the landlord or the landlord's agent has engaged in an interactive and good faith process with the tenant, the landlord or landlord's agent denies the request ~~because the request would cause an undue hardship on the landlord pursuant to subdivision (j)~~, the landlord or the landlord's agent shall provide written notice detailing reasons for denial of accommodations.

(h) A landlord or a landlord's agent shall not retaliate against a tenant for requesting a reasonable accommodation under this section, regardless of whether the request was granted.

(i) (1) A landlord or a landlord's agent who violates paragraphs (b), (c), (d), (g), or (h) of this section ~~shall~~ may be liable to the tenant in a civil action for both of the following:

(A) Actual damages sustained by the tenant.

(B) Statutory damages of not less than one hundred dollars (\$100) and not more than five thousand dollars (\$5,000).

(2) The remedies provided by this subdivision shall be in addition to any other remedy provided by law. The rights, remedies, and penalties established by this section shall not be construed to supersede the rights, remedies, or penalties established under other laws, including, but not limited to, the California Fair Employment and Housing Act (Part 2.8 (commencing with Section 12900) of Division 3 of Title 2 of the Government Code), Article 9.5 (commencing with Section 11135) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code, the Unruh Civil Rights Act (Section ~~51 of the Civil Code~~ 51), the federal Fair Housing Act (42 U.S.C. Sec. 3601 et seq.), and any implementing regulations thereunder.

(j) This section does not require a landlord or landlord's agent to undertake an action that constitutes an undue hardship on the landlord, ~~as defined by Section 12926 of the Government Code.~~