

Date of Hearing: July 15, 2025

ASSEMBLY COMMITTEE ON JUDICIARY

Ash Kalra, Chair

SB 610 (Pérez) – As Amended July 7, 2025

**SENATE VOTE:** 28-10

**SUBJECT:** DISASTER ASSISTANCE: TENANTS, MOBILEHOME PARKS, AND MORTGAGES

**KEY ISSUES:**

- 1) SHOULD LANDLORDS AND MOBILEHOME PARK MANAGEMENT BE REQUIRED TO MITIGATE HARM TO TENANTS AND RESIDENTS WHO ARE DISPLACED, OR WHOSE LIVES ARE DISRUPTED, BY A DISASTER THAT PROMPTS A DECLARED STATE OF EMERGENCY?
- 2) SHOULD NOTICE PERIODS AND DEADLINES RELATED TO THE TERMINATION OF TENANCY OR AN UNLAWFUL DETAINER ACTION BE EXTENDED WHEN ANY TYPE OF HOUSING IS DESTROYED DURING A DECLARED STATE OF EMERGENCY?

**SYNOPSIS**

*This bill, like several others heard by the Committee this year, addresses the adverse impact of recent fires on critical sources of affordable housing, especially rental property and mobilehome parks. Existing law provides a number of protections for mobilehome owners who rent a space in a mobilehome park in the event of a park closure or change of use. This bill would enhance those protections in cases where the closure or change is the result of a manmade or natural disaster. The bill also makes a number of changes to landlord-tenant law to protect tenants in the event that a disaster damages or destroys the rented housing, such as requiring landlords to remove debris, mitigate health hazards, and repair damages. The bill also extends certain notice periods and deadlines in unlawful detainer actions in counties where a state of emergency has been declared and housing has been destroyed. These provisions reflect the fact that tenants will have a difficult time finding alternative housing in areas where the housing stock has been dramatically reduced by a disaster.*

*The bill is supported by several affordable housing and tenants' rights groups. It opposed by the California Apartment Association, unless amended to address a number of their concerns. In light of the amendments taken in the prior Committee, the Western Manufactured Home Communities Association has removed its opposition; it is unclear if the other park owners' associations have done the same. The bill recently passed out of the Assembly Housing and Community Development Committee on an 8-1 vote (with three members not voting).*

**SUMMARY:** Imposes certain requirements on the owner or manager of a mobilehome park or a landlord of residential property if the property is damaged or destroyed by a disaster for which a state of emergency has been declared. Specifically, **this bill:**

- 1) Requires the owner or management (management) of a mobilehome park, when a mobilehome tenancy is terminated because of damage or destruction caused by a disaster, as

defined, to return to the homeowner any advance rental payments received from the homeowner that cover any period of time after the date of the termination. Specifies that payment must be made within 21 days of termination.

- 2) Provides that during any period that the homeowner is unable to occupy the mobilehome space due to a mandatory evacuation pursuant to a disaster, the homeowner's obligation to pay rent shall be discharged for that period.
- 3) Requires any person or entity proposing the closure, cessation, or change of use of a mobile home park as a result of a disaster to file an impact report, as described, and specifies that the report must include an assessment by the Department of Housing and Community Development on the feasibility of reopening the park.
- 4) Provides that if the proposed closure, cessation, or change of use of a mobilehome park is related to damage or destruction by a disaster, the person or entity proposing the change of use of a mobilehome park is not required, notwithstanding an existing law, to pay the displaced resident the market value of the displaced resident's mobilehome.
- 5) Requires a landlord, in the event that a disaster damages the residential property, whether or not the damage renders the property untenantable, to repair or remediate the damage within a reasonable period of time. Repair or remediation of damage includes any or all of the following:
  - a) Removal of debris caused by the disaster.
  - b) Repair or restoration of any damaged structural, mechanical, or aesthetic elements of the property, including, but not limited to, walls, floors, ceilings, windows, doors, and fixtures.
  - c) Mitigation of hazards arising from the disaster, including presence of mold, smoke residue, smoke odor, ash, asbestos, or water damage.
- 6) Provides that until a local public health agency or official has determined that debris, ash, or residue does not contain toxic substances, the premises shall be presumed to be untenantable.
- 7) Permits the tenant, if the landlord fails to perform the duties of above, to terminate the tenancy or pursue other remedies (such as withholding or deducting rent) that are currently available when a landlord fails to make the property habitable.
- 8) Provides that unless the tenant decides to terminate the tenancy pursuant to 7) above, the tenancy shall remain in effect and the tenant shall have the right to return at the same rental rate as soon as is safe and practicable.
- 9) Provides that in any unlawful detainer action by the landlord, there is a rebuttable presumption that the landlord is unlawfully retaliating against the tenant for exercising their rights under this bill, if certain conditions are met.
- 10) Specifies the rights, obligations, and remedies provided in 5) through 9) above are cumulative and in addition to any rights, obligations, or remedies under law, and that nothing in these provisions preempts a local ordinance that provides additional protections.

- 11) Provides that when a tenancy is terminated due to the destruction of the property, the landlord shall return any advance rental payments and specifies that a tenant is not liable for rent for any period during which the tenant must be evacuated.
- 12) Extends various notice periods and deadlines related to the termination of tenancy and an unlawful detainer proceeding in any county where housing has been damaged, destroyed, or otherwise rendered uninhabitable by an event prompting a declared state of emergency.
- 13) Requires the Commissioner of Financial Protection and Innovation, upon the declaration of a state of emergency due to a wildfire, to coordinate with the mortgage lenders and servicers operating in the state, including those who finance mobilehome purchases, to facilitate and monitor the implementation and promotion of mortgage forbearance, foreclosure prevention, and loss mitigation programs.
- 14) Defines “disaster” for purposes of the above to mean a natural or manmade emergency resulting from an earthquake, flood, fire, riot, storm, drought, plant or animal infestation or disease, pandemic or epidemic, or other natural or manmade disaster for which a state of emergency has been declared by the President of the United States or the Governor of California.

#### **EXISTING LAW:**

- 1) Requires park management, if a mobilehome park is destroyed as a result of a disaster and management elects to rebuild the park at the same location, to offer a renewed tenancy to all previous homeowners on substantially the same terms, as adjusted to reflect costs and expenses to rebuild the park. Requires park management to provide a previous homeowner, upon request, a statement listing the costs and expenses incurred in rebuilding the park and how the costs and expenses relate to the adjustment of terms in the rental agreement. (Civil Code Section 798.62.)
- 2) Requires the person or entity proposing to close or convert a mobilehome park to file an impact report with a replacement and relocation plan, as specified, and provides that if a resident cannot obtain adequate housing in another mobilehome park, the person or entity proposing the change must pay the displaced resident the in-place market value of their mobilehome. (Government Code Section 65863.7.)
- 3) Requires the lessor of a building intended for human occupation, in absence of an agreement to the contrary, to put the building in a condition fit for such occupation, and to repair all dilapidations that render the building untenable. Deems a dwelling untenable if it substantially lacks certain amenities, including, but not limited to, weather protection, plumbing, gas, electricity, and water systems that comply with applicable law, and buildings and grounds that are, at the commencement of the tenancy, clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin. (Civil Code Section 1941 and 1941.1.)
- 4) Deems and declares a building to be substandard if there exists any specified conditions that endanger the life, limb, health, property, safety, or welfare of the occupants of the building, nearby residents, or the public. Includes in the list of conditions those premises on which an accumulation of weeds, vegetation, junk, dead organic matter, debris, garbage, offal, rodent

harborages, stagnant water, combustible materials, and similar materials or conditions constitute fire, health, or safety hazards. (Health & Safety Code Section 17920.3 (j).)

**FISCAL EFFECT:** As currently in print this bill is keyed fiscal.

**COMMENTS:** According to the author:

The recent devastating wildfires in Los Angeles County have illustrated once again the destabilizing effects natural disasters can have for both renters and homeowners in disaster-impacted areas. Further, the lack of clear tenant protections as the state continues to experience these natural disasters more will only exacerbate our existing housing and affordability crises.

This bill aims to address . . . the lack of clarity in state law as to the property owner's responsibility for cleaning up ash and smoke in a unit. [For example] some tenants have reported that they were told by landlords that tenants will either pay for the cleanup themselves or move out. Lack of clarity regarding which law applies in these instances, as well as interpretation of what laws apply, have further contributed to the persistent confusion and habitability problems for tenants. . . To better prepare for future disasters, it is critical that the state update and expand housing-related protections to ensure that impacted communities are safe and stable, that the rights and obligations of landlords and renters are clear, and that renters and homeowners have appropriate protections from eviction or foreclosure in the aftermath.

***This bill*** is one of several heard by the Committee this year that address the adverse impact of recent fires on critical sources of affordable housing, especially rental housing and mobilehome parks. Specifically, the bill addresses the impact of manmade and natural disasters on two distinct types of tenancy: (1) mobilehome owners who rent a space in a mobilehome park, and (2) the more common landlord-tenant relationship in residential housing. Both parts define "disaster" to mean "a natural or manmade emergency resulting from an earthquake, flood, fire, riot, storm, drought, plant or animal infestation or disease, pandemic or epidemic, or other natural or manmade disaster for which a state of emergency has been declared by the President of the United States or the Governor." The analysis will discuss existing law – and how the bill modifies or adds to existing law – for each type of tenancy.

***Existing law and proposed changes on park closure, conversion, or destruction.*** Existing law requires a mobilehome park owner or management (management) that intends to change the use of the park, or any portion thereof, to provide affected residents with at least 60 days' notice that they will request change of use permits from the relevant local agency. After all change of use permits have been approved, management must then give affected park residents at least six months' notice of termination of the tenancy. If the change in use does not require any permits from the local authorities, then management must give residents notice of the proposed change at least 12 months prior to the change. If management plans to sell the park, they must provide tenants with notice of their intent to sell not less than thirty days, nor more than one year before entering into a listing agreement with a real estate broker for sale of the park, or before selling the park to any party. Management must also provide notice to any resident organization that has expressed interest in converting the park to a cooperatively-owned park. In order to enhance protections for residents and better preserve mobilehome parks, AB 2782 (Stone) Chap. 35, Stats. 2020, required management who intended to close or convert a park to pay market value for the mobilehome to any park resident who was unable to relocate to another park. AB 2782

also required a local agency, prior to approving a proposed change in use, to make a finding as to whether the new use would result in a reduction of affordable housing in the local market.

The protections above apply no matter the reason for the closure or change of use. If a park closes or becomes uninhabitable as the result of a disaster, most of the protections above are irrelevant because it would be impossible for park management to provide advance notice or for local agencies to assess the impact of the closure. The only protection for mobilehome residents of a park that is destroyed by a natural disaster, is that if management elects to rebuild the park, then they must offer former residents the right to return at substantially the same rent, taking into account the costs of rebuilding the park.

This bill will provide additional protections to mobilehome owners who are impacted by a disaster in three ways. First, when a mobilehome tenancy is terminated because of damage or destruction caused by a disaster, the bill would require park management to return to the homeowner any advance rental payments that cover any period of time after the termination. The bill specifies that this payment must be made within 21 days of the termination of the tenancy. Second, the bill discharges the homeowner's obligation to pay rent for any period in which the homeowner is required to evacuate. Third, existing law requires any person who plans to convert a mobilehome park to another use to file a report on the impact of the closures with the local agency. This impact report must include a replacement and relocation plan that adequately mitigates the impact of closure on the residents. This bill would require that when the closure is due to a disaster, the impact report must also include an assessment by the Department of Housing and Community Development about the feasibility of reopening the park.

In addition the provisions protecting homeowners in the event of closure due to a disaster, the bill also provides some relief to park owners, as well: if the closure or change in use is due to a disaster, the park owner is not obligated to pay the homeowner the in-place market value of the displaced resident's mobilehome – as would otherwise be required by existing law. Finally, the bill requires the Commissioner of Financial Protection and Innovation, during a declared state of emergency, to work with mortgage lenders and servicers, including those who finance mobilehome purchases, to facilitate and promote programs of mortgage forbearance and loss mitigation.

***Existing law and proposed changes in landlord-tenant law in the event of a disaster.*** Existing law says very little about the impact of disaster on the landlord-tenant relationship. Civil Code Section 1332 allows the tenant to terminate a lease before its agreed-upon end date if a significant portion of the property is destroyed through no fault of the tenant. Civil Code Section 1333 effectively provides that the lease terminates if the property is destroyed. While existing law does not impose any express obligation on a landlord if property is damaged or destroyed by a disaster, it does impose on a landlord an obligation to repair any conditions that render the residential property untenable or uninhabitable.

This bill would impose several new and express obligations on the landlord in the event that property is damaged or destroyed by a disaster. First, the bill would require a landlord to repair or remediate the damage within a "reasonable" amount of time. The landlord's responsibility to repair or remediate would include, among other things, the removal of debris and repair or restoration of structural, mechanical, and aesthetic elements of the property. It would also require the landlord to mitigate any hazards arising from the disaster, including any smoke, ash, or water. Moreover, until a local public health agency or official has determined that debris, ash, or

runoff does not contain toxic substances, the premises shall be deemed uninhabitable under existing law; meaning that the tenant can avail themselves of the self-help remedies available in those circumstances. Similar to the protections provided to mobilehome owners, the bill would specify that a tenant is not obligated to pay any rent for any period in which the dwelling could not be safely occupied. While it may be useful to provide these express guarantees in the event of a disaster that damages or destroys a dwelling, one could argue that some, if not all, of these requirements are already implicit in existing requirements of tenantability and the implied warranty of habitability.

***Extension of notice periods and deadlines in unlawful detainer actions.*** In addition to requiring landlords to repair damages and remove debris after a disaster – requirements they arguably have under existing presumptions of habitability – the bill also extends notice periods and other deadlines related to the usually expedited unlawful detainer process. For example, the three-day notice to pay or quit – or cure or quit in the event of lease violations – would be extended to 15 days in any county in which a state of emergency has been declared, if housing is damaged, destroyed, or otherwise rendered uninhabitable by the event that prompted the state of emergency. The bill would also extend from five to 30 days the time period for an occupant to vacate pursuant to a writ of possession (the writ the landlord obtains after prevailing in the unlawful detainer action). Other response times, appeal times, and tolling periods related to the unlawful detainer process would be similarly extended.

It should be stressed, however, that extensions would only apply in a county where a state of emergency has been declared and where the event that prompted the state of emergency resulted in the damage or destruction of housing. The rationale, of course, is that under those conditions, it could be very difficult for the tenant to find alternative housing. The requirement that there has been a declared state of emergency – which is also an element of the definition of “disaster” – is particularly limiting, both for the notice extensions, as well as the other provisions of the bill. For example, if a single earthquake, storm or fire destroyed only a few mobile home parks or a few apartment buildings, it may not be sufficient to prompt a state of emergency declaration. In that case, many people could be displaced by a disaster, but if the damage was not extensive enough to warrant a declaration, the tenants and mobilehome owners would not benefit from the provisions of this bill.

***Some, but not all, opposition concerns have been mitigated by recent amendments.*** The bill now before this Committee was substantially amended in the Assembly Housing Committee. Most notably, provisions that would have imposed caps on rental increases in mobilehome parks during a state of emergency, required park owners to repair the resident’s mobilehome, and required park owners to offer a resident a space in one of the owner’s other parks, if any, were removed from the bill. These changes removed the opposition of at least one of the leading park owner associations. The remaining provisions in the bill relating to mobilehome parks mostly relate to not charging the resident for time that they could not occupy the park due to the disaster, and none of the opponents appear to object to that provision, whether as applied to mobilehome parks, or residential rental properties.

The California Apartment Association (CAA) accepts many of the changes proposed by this bill. For example, they agree that property owners should be required to clean up their properties after a disaster; that rental property containing toxic debris should be presumed uninhabitable until cleared by public health officials; and that prepaid rent should be refunded and that tenants should not be liable for any rent during any period of mandatory evacuations. However, CAA

continues to have concerns. For example, they question whether giving tenants the “repair and deduct” rights under existing law is appropriate for the kinds of damage that might occur as a result of a disaster serious enough to prompt a state of emergency declaration. CAA argues that these existing rights are more appropriate for repairing substandard conditions, but not for the larger repairs that might be needed after a serious disaster. CAA also opposes provisions that extend notice periods in unlawful detainer actions, the rebuttable presumption of landlord retaliation if an eviction occurs after a disaster, and the requirement that if the landlord rebuilds they must offer a unit at a similar rate, noting that this could discourage property owners from rebuilding.

***Potential amendment? Distinguishing “damage” from “destruction?”*** CAA argues that many landlords may not have the financing or insurance coverage to undertake substantial repairs or rebuilding after a disaster. Indeed, the CAA has identified an ambiguity in the bill. On the one hand, the bill imposes upon the landlord a duty of repair or “restoration” of any damaged “structural” elements of the property. This language *may* suggest, not just repair, but essentially rebuilding. On the other hand, the bill seems to acknowledge that paragraph (4) of Section 1933 of the Civil Code still applies (*see* proposed Section 1941.9 on page 16, line 27 of the bill in print). That provision of existing law says that the tenancy terminates, by operation of law, with the “destruction of the thing hired” (i.e. the destruction of the rental property.) In other words, at what point does extensive structural damage to the property become destruction of the property? The author’s office has informed the Committee that CAA and the supporters of the bill have continued to discuss this issue. Of course, in the real world, the problem will not be resolved by finding the right sequence of words to define “damage” and the right sequence of words to define “destruction.” Whether one calls it damage or destruction, it may be extensive enough that it is beyond the landlord’s means to make the premises habitable again. *The Committee urges the stakeholders to continue discussing this issue and, if a solution can be reached, amend the bill in the Appropriations Committee or on the Assembly Floor. Unfortunately, there was not sufficient time to resolve the issue in order to amend the bill in this Committee.*

***In conclusion***, this bill recognizes that manmade and natural disasters, especially those that prompt a state of emergency, displace people from their homes in a state that is already facing an affordable housing shortage. This year’s wildfires in Southern California – like those in Northern California in recent years – demonstrate the devastating effect that wildfires have on the state’s housing supply. These effects are felt most immediately and devastatingly – physically, economically, and emotionally – by the people who have lost their homes; but the damage is also felt by landlords and park owners. Given the consensus in the scientific community that climate change will make these fires more frequent and more devastating, the author and supporters of this measure sensibly argue that state law must anticipate these developments. The opponents of this bill concede that both the state and private property owners have a responsibility to mitigate these harms, but argue that reforms to address these issues must be undertaken in a way that is, from their perspective, economically feasible.

***ARGUMENTS IN SUPPORT:*** A coalition of affordable housing and tenant advocacy groups write in support:

The Eaton and Palisades fires brought into sharp focus the need for greater clarity and additional protections for renters and mobilehome park residents impacted by fires and other types of events that damage or destroy housing. This bill addresses many of the

challenges renters have faced in the wake of past disasters and will ensure greater stability after future events.

SB 610 will address [some of these problems] by establishing a presumption that if a unit contains debris from a disaster, like ash or sludge, the unit is uninhabitable until a public health official determines otherwise. The bill also clarifies that a landlord must repair and remediate damage and debris from disasters within a reasonable time and give tenants detailed information about the repairs and remediation. These changes will ensure tenants are not forced to return to unsafe units and enable them to make informed choices about whether their homes are sufficiently free of disaster-related toxins before choosing to return.

In addition, the bill ensures that tenants can return home post-remediation at their prior rental rate. If a landlord fails to repair and remediate a disaster-damaged unit, tenants will be able to reduce their rent or end their tenancy.

SB 610 also will lengthen many of the timelines in the eviction process to ensure that tenants are not unjustly evicted during the chaos and uncertainty that immediately follows a disaster. It also makes clear that tenants do not have to pay rent when subject to a mandatory evacuation order and that any rent already paid must be returned or the tenant can deduct it from the next month's rent.

Like other tenants, mobilehome park residents face significant obstacles to recovery after a disaster. Mobilehome owners often have put their life savings into purchasing their home but do not own the land it sits on. The park owner maintains control over how disaster recovery is handled, if at all, creating tremendous uncertainty. Like other renters, mobilehome park residents face rent gouging and a lack of clarity about when, if, and on what terms they will be able to return to their home. To address these issues, SB 610 clarifies that if a mobilehome park owner decides to close or convert a mobilehome park after a disaster, the owner must abide by the existing state closure law, which requires a public process and approval by the local government, analysis of the impact of the closure, and mitigation of the impacts of the closure on residents' ability to find adequate housing in another mobilehome park.

***ARGUMENTS IN OPPOSITION:*** The California Apartment Association (CAA) originally opposed this bill but has moved to a position of “oppose unless amended,” though their concerns remain substantial. CAA writes that it shares many of the author's goals, and they agree that property owners should be required to clean up their properties after a disaster; that rental property containing toxic debris should be presumed untenable until cleared by public health officials; and that prepaid rent should be refunded and that tenants should not be liable for any rent during any period of mandatory evacuations. However, CAA remains opposed for the following reasons:

SB 610 does not account for situations where property owners lack sufficient insurance or access to financing to cover the costs of extensive repairs or rebuilding. Many owners – particularly in high-cost areas like Los Angeles—are underinsured and will be financially unable to comply with mandatory reconstruction or interior repair obligations. The bill should provide flexibility in these cases.



Allowing tenants to use “repair and deduct” rights in the context of disaster-related damage is inappropriate and inconsistent with existing law. The current “repair and deduct” remedy is designed for ongoing substandard conditions resulting from landlord neglect—not catastrophic damage caused by natural disasters, which often require professional remediation and permitting.

Requiring property owners to offer the same rental rate after reconstruction is economically unfeasible. In cases where owners choose to rebuild—even without adequate insurance coverage—this provision would prevent cost recovery and would disincentivize rebuilding altogether, ultimately reducing the availability of rental housing.

The bill creates a rebuttable presumption of landlord retaliation following a disaster, even when tenants refuse to vacate unsafe units. This provision unfairly shifts the burden to landlords, even in situations where tenants are impeding necessary repairs or putting themselves at risk by remaining in uninhabitable conditions.

Expanding notice periods and delaying unlawful detainer proceedings—especially when tenants refuse to evacuate unsafe housing—will severely hinder public safety and property recovery efforts. For unaffected properties, existing timelines should remain unchanged to avoid delays in addressing nonpayment or other lease violations

## **REGISTERED SUPPORT / OPPOSITION:**

### **Support**

Altadena Tenants Union  
California Housing Partnership  
California Rural Legal Assistance Foundation  
CFT - a Union of Educators & Classified Professionals  
Disability Rights California  
Glendale Tenants Union  
Golden State Manufactured-home Owners League  
Housing and Economic Rights Advocates  
Inclusive Action for the City  
Inner City Struggle  
L.A. Voice  
LA Forward  
Legal Aid of Marin  
Pasadena Tenant Union  
Physicians for Social Responsibility - Los Angeles  
Public Counsel  
South Pasadena Tenants Union  
Southeast Asian Community Alliance  
Strategic Actions for a Just Economy  
Western Center on Law & Poverty

### **Opposition**

California Apartment Association (unless amended)  
California Association of Realtors

California Mobilehome Parkowners Alliance  
Western Manufactured Housing Communities Association (to prior version)

**Analysis Prepared by:** Tom Clark / JUD. / (916) 319-2334