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SB-436 Unlawful detainer: notice to terminate tenancy. (2025-2026)

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CALIFORNIA LEGISLATURE— 2025–2026 REGULAR SESSION

SENATE BILL

NO. 436

Introduced by Senator Wahab
(Principal coauthor: Assembly Member Mark González)

February 18, 2025

An act to amend Section ~~1953 of the Civil Code, and to amend Sections 1161 and 1179~~ 1161 of the Code of Civil Procedure, relating to civil actions.

LEGISLATIVE COUNSEL'S DIGEST

SB 436, as amended, Wahab. Unlawful detainer: ~~right to redeem~~ notice to terminate tenancy.

~~(1) Existing law prescribes summary procedures for actions to obtain possession of real property. Existing law authorizes a landlord to serve a notice of termination of tenancy on a tenant who is in default in the payment of rent. The notice must permit the tenant at least 3 days, excluding weekends and judicial holidays, to pay the amount that is in default and due. If the tenant does not pay the amount stated in the 3-day notice to pay rent or quit after its expiration, the landlord may file a complaint for unlawful detainer against the tenant to obtain possession of the premises. In such a summary proceeding, the court has discretion to relieve a tenant against forfeiture of their lease or rental agreement and restore the tenant to their former estate or tenancy. To seek such discretionary relief, the tenant must, among other things, make a showing of hardship and pay the full amount of rent due.~~

~~This bill would require a court presiding over an unlawful detainer action to restore a residential tenant to their former estate or tenancy if the tenant: (1) pays the full amount of rent in arrears, as specified, along with any court-awarded costs and attorney's fees, if applicable, or (2) submits documentation of approval for rental assistance funds in an amount that would cover the full amount of rent in arrears and pays any court-awarded costs, if applicable. The bill would not require a tenant to make a showing of hardship to obtain this relief. The bill would allow a residential tenant seeking this relief to tender payment or submit required documentation to the landlord or the landlord's designated agent. If the tenant verifies to the court of an approved application for rental assistance, but has not paid all amounts due to the landlord as of the date of the verification, the court~~

~~must, if no judgment has been entered, stay the action and set a hearing within a specified time frame. At the hearing, if the tenant has paid all amounts due, the court must dismiss the unlawful detainer action with prejudice or set aside the judgment, as specified. If the tenant has not yet received the rental assistance payment, the court must continue the hearing, as specified. The bill would provide that if the rental assistance payment has not been tendered within 40 days of the date on which the tenant verified an approved application for rental assistance, then: (1) if judgment has been entered, the court may, in its discretion, lift the stay of execution of judgment if it finds the delay was not caused by the landlord's failure to cooperate with the rental assistance program; or (2) if judgment has not been entered, prohibit the court from entering judgment in favor of the landlord unless the landlord, under penalty of perjury, verifies, among other things, that the landlord has not received rental assistance. If the tenant tenders all amounts due or submits required documentation before entry of judgment, the bill would require the plaintiff to request dismissal of the action against the tenant with prejudice. If the plaintiff fails to do so, the bill would require the court to dismiss the action upon receiving evidence that the tenant tendered such payment or submitted the required documentation. If the tenant tenders payment or submits required documentation after entry of judgment, but before restoration of the premises to the landlord, the bill would require the court to relieve the tenant against forfeiture of the lease according to specified procedures, set aside the judgment against all defendants in the action, and restore the tenant to their former estate or tenancy. The bill would require the 3-day notice to pay rent or quit, as described above, to contain a statement advising the tenant of their right to redeem their tenancy by paying or obtaining rental assistance funds to cover the specified rent in arrears. The bill would require the Judicial Council to develop an optional form that the tenant may file with the court to provide the verification and seek the relief described above. The bill would prohibit a tenant from exercising the right of redemption in response to an unlawful detainer action more than once in any 12-month period. The bill would prohibit a landlord from filing an unlawful detainer action if, before the filing of the action, the tenant redeems their tenancy by making their required rental payments, as specified.~~ *extend the notice period described above, to terminate a tenancy on a tenant who is in default in the payment of rent, to permit the tenant at least 14 days, excluding weekends and judicial holidays, to pay the amount that is in default and due.*

~~By expanding the crime of perjury, this bill would impose a state-mandated local program.~~

~~(2)Existing law voids any provision of a lease or rental agreement of a dwelling by which the lessee agrees to modify or waive specified rights, including the right to a notice or hearing required by law, that are contrary to public policy.~~

~~This bill would additionally void as contrary to public policy any provision of a lease or rental agreement by which the lessee agrees to modify or waive their right to redeem their estate or tenancy by paying the full amount of rent in arrears or providing documentation of approval for rental assistance funds.~~

~~The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.~~

~~This bill would provide that no reimbursement is required by this act for a specified reason.~~

Vote: majority Appropriation: no Fiscal Committee: *yesno* Local Program: *yesno*

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

~~SECTION 1.This act shall be known, and may be cited, as the Right to Redeem Act.~~

~~SEC. 2.Section 1953 of the Civil Code is amended to read:~~

~~1953.(a)Any provision of a lease or rental agreement of a dwelling by which the lessee agrees to modify or waive any of the following rights shall be void as contrary to public policy:~~

~~(1)The lessee's rights or remedies under Section 1950.5 or 1954.~~

~~(2)The lessee's right to assert a cause of action against the lessor which may arise in the future.~~

~~(3)The lessee's right to a notice or hearing required by law.~~

~~(4)The lessee's procedural rights in litigation in any action involving the lessee's rights and obligations as a tenant.~~

~~(5)The lessee's right to have the landlord exercise a duty of care to prevent personal injury or personal property damage where that duty is imposed by law.~~

~~(6)The lessee's right to redeem their estate or tenancy under subdivision (c) of Section 1179 of the Code of Civil Procedure.~~

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

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

SEC. 3. SECTION 1. Section 1161 of the Code of Civil Procedure, as amended by Section 6 of Chapter 287 of the Statutes of 2024, is amended to read:

1161. A tenant of real property, for a term less than life, or the executor or administrator of the tenant's estate heretofore qualified and now acting or hereafter to be qualified and act, is guilty of unlawful detainer:

1. When the tenant continues in possession, in person or by subtenant, of the property, or any part thereof, after the expiration of the term for which it is let to the tenant; provided the expiration is of a nondefault nature however brought about without the permission of the landlord, or the successor in estate of the landlord, if applicable; including the case where the person to be removed became the occupant of the premises as a servant, employee, agent, or licensee and the relation of master and servant, or employer and employee, or principal and agent, or licensor and licensee, has been lawfully terminated or the time fixed for occupancy by the agreement between the parties has expired; but nothing in this subdivision shall be construed as preventing the removal of the occupant in any other lawful manner; but in case of a tenancy at will, it shall first be terminated by notice, as prescribed in the Civil Code.

2. When the tenant continues in possession, in person or by subtenant, without the permission of the landlord, or the successor in estate of the landlord, if applicable, after default in the payment of rent, pursuant to the lease or agreement under which the property is held, and ~~three~~ 14 days' notice, excluding Saturdays and Sundays and other judicial holidays, in writing, requiring its payment, stating the amount that is due, the name, telephone number, and address of the person to whom the rent payment shall be made, and, if payment may be made personally, the usual days and hours that person will be available to receive the payment (provided that, if the address does not allow for personal delivery, then it shall be conclusively presumed that upon the mailing of any rent or notice to the owner by the tenant to the name and address provided, the notice or rent is deemed received by the owner on the date posted, if the tenant can show proof of mailing to the name and address provided by the owner), or the number of an account in a financial institution into which the rental payment may be made, and the name and street address of the institution (provided that the institution is located within five miles of the rental property), or if an electronic funds transfer procedure has been previously established, that payment may be made pursuant to that procedure, or possession of the property, shall have been served upon the tenant and if there is a subtenant in actual occupation of the premises, also upon the subtenant.

The notice may be served at any time within one year after the rent becomes due. In all cases of tenancy upon agricultural lands, if the tenant has held over and retained possession for more than 60 days after the expiration of the term without any demand of possession or notice to quit by the landlord or the successor in estate of the landlord, if applicable, the tenant shall be deemed to be holding by permission of the landlord or successor in estate of the landlord, if applicable, and shall be entitled to hold under the terms of the lease for another full year, and shall not be guilty of an unlawful detainer during that year, and the holding over for that period shall be taken and construed as a consent on the part of a tenant to hold for another year.

~~The notice shall contain the following statement: "If the landlord seeks possession based on nonpayment of rent, you do not have to move out if you pay or obtain rental assistance to cover both of the following amounts: (1) the rental arrears alleged in the three-day notice to pay rent or quit, and (2) any subsequent rent that has accrued prior to your physical removal from the premises by the sheriff pursuant to a writ of execution."~~

3. When the tenant continues in possession, in person or by subtenant, after a neglect or failure to perform other conditions or covenants of the lease or agreement under which the property is held, including any covenant not to assign or sublet, than the one for the payment of rent, and three days' notice, excluding Saturdays and Sundays and other judicial holidays, in writing, requiring the performance of those conditions or covenants, or the possession of the property, shall have been served upon the tenant, and if there is a subtenant in actual occupation of the premises, also, upon the subtenant. Within three days, excluding Saturdays and Sundays and other judicial holidays, after the service of the notice, the tenant, or any subtenant in actual

occupation of the premises, or any mortgagee of the term, or other person interested in its continuance, may perform the conditions or covenants of the lease or pay the stipulated rent, as the case may be, and thereby save the lease from forfeiture; provided, if the conditions and covenants of the lease, violated by the lessee, cannot afterward be performed, then no notice, as last prescribed herein, need be given to the lessee or the subtenant, demanding the performance of the violated conditions or covenants of the lease.

A tenant may take proceedings, similar to those prescribed in this chapter, to obtain possession of the premises let to a subtenant or held by a servant, employee, agent, or licensee, in case of that person's unlawful detention of the premises underlet to or held by that person.

4. Any tenant, subtenant, or executor or administrator of that person's estate heretofore qualified and now acting, or hereafter to be qualified and act, assigning or subletting or committing waste upon the demised premises, contrary to the conditions or covenants of the lease, or maintaining, committing, or permitting the maintenance or commission of a nuisance upon the demised premises or using the premises for an unlawful purpose, thereby terminates the lease, and the landlord, or the landlord's successor in estate, shall upon service of three days' notice to quit upon the person or persons in possession, be entitled to restitution of possession of the demised premises under this chapter. For purposes of this subdivision, a person who commits or maintains a public nuisance as described in Section 3482.8 of the Civil Code, or who commits an offense described in subdivision (c) of Section 3485 of the Civil Code, or subdivision (c) of Section 3486 of the Civil Code, or uses the premises to further the purpose of that offense shall be deemed to have committed a nuisance upon the premises.

5. When the tenant gives written notice as provided in Section 1946 of the Civil Code of the tenant's intention to terminate the hiring of the real property, or makes a written offer to surrender which is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice, without the permission of the landlord, or the successor in estate of the landlord, if applicable.

6. A landlord or its agent shall not charge a tenant a fee for serving, posting, or otherwise delivering any notice, as described in this section.

7. As used in this section, "tenant" includes any person who hires real property except those persons whose occupancy is described in subdivision (b) of Section 1940 of the Civil Code.

8. This section shall become operative on February 1, 2025.

~~SEC. 4. Section 1179 of the Code of Civil Procedure is amended to read:~~

~~1179.(a) The court may relieve a tenant against a forfeiture of a lease or rental agreement, whether written or oral, and whether or not the tenancy has terminated, and restore the tenant to their former estate or tenancy, in case of hardship, as provided in Section 1174. The court has the discretion to relieve any person against forfeiture on its own motion.~~

~~(b) An application for relief against forfeiture may be made at any time prior to restoration of the premises to the landlord. The application may be made by a tenant or subtenant, or a mortgagee of the term, or any person interested in the continuance of the term. It must be made upon petition, setting forth the facts upon which the relief is sought, and be verified by the applicant. Notice of the application, with a copy of the petition, must be served at least five days prior to the hearing on the plaintiff in the judgment, who may appear and contest the application. Alternatively, a person appearing without an attorney may make the application orally, if the plaintiff either is present and has an opportunity to contest the application, or has been given ex parte notice of the hearing and the purpose of the oral application. In no case shall the application or motion be granted except on condition that full payment of rent due, or full performance of conditions or covenants stipulated, so far as the same is practicable, be made.~~

~~(c)(1) In an unlawful detainer action based on a residential tenant's default in the payment of rent, before restoration of the premises to the landlord, the court shall relieve the tenant against a forfeiture of a lease or rental agreement, whether written or oral, and whether or not the tenancy has terminated, and restore the tenant to their former estate or tenancy, if the tenant pays all of the following amounts directly to the landlord or landlord's designated agent:~~

~~(A) The amount of rent stated in the notice served on the tenant, and attached to the complaint, pursuant to paragraph (2) of Section 1161;~~

~~(B) The amount of rental losses accrued for the holdover period. For purposes of this paragraph, the following terms have the following meanings:~~

~~(i) "Holdover period" means the period beginning on the day after the three-day period covered by the notice pursuant to paragraph (2) of Section 1161 elapses, and ending on the day the tenant remits all payments pursuant to this subdivision or the day on which judgment is entered, whichever is earlier.~~

~~(ii) "Rental losses" means the daily rate specified in the complaint as the fair rental value of the premises or the rental rate specified in the lease or rental agreement, whichever is less.~~

~~(C) Reasonable costs of the action awarded by the court and reasonable attorney's fees awarded by the court, as applicable, if authorized by the rental agreement and incurred by the plaintiff as of the date of tender of the amounts specified in subparagraphs (A) and (B), subject to the following limitations:~~

~~(i) Payment of costs and attorney's fees is not required if tender of the amounts specified in subparagraphs (A) and (B) is made before the filing and service of the action.~~

~~(ii) Payment of costs is not required if the court has granted a tenant's request for a fee waiver.~~

~~(iii) Payment of attorney's fees is not required if tender of the amounts specified in subparagraphs (A) and (B) is made prior to judgment.~~

~~(iv) The court shall not award attorney's fees that exceed two hundred dollars (\$200).~~

~~(2) Notwithstanding paragraph (1), the court shall relieve a residential tenant against a forfeiture of a lease or rental agreement, whether written or oral, and whether or not the tenancy has terminated, and restore the tenant to their former estate or tenancy, if both of the following conditions are met:~~

~~(A) The tenant submits verification to the court that a rental assistance program has approved the tenant's application for rental assistance from either of the following:~~

~~(i) A federal, state, or local governmental agency.~~

~~(ii) An organization that administers a rental assistance program and qualifies for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.~~

~~(B) The approved payment from the rental assistance program, together with any payments from the tenant to the landlord or the landlord's designated agent, constitute the total amount described in paragraph (1).~~

~~(3) If the tenant qualifies for relief pursuant to paragraph (2), and the total amount described in paragraph (1) has been tendered to the landlord, the court shall either dismiss the unlawful detainer action with prejudice or set aside the judgment against all named and unnamed defendants in the action.~~

~~(4) If the tenant qualifies for relief pursuant to paragraph (2), but the total amount described in paragraph (1) has not been tendered to the landlord, the court shall do all of the following:~~

~~(A) Set a hearing to be held no later than 15 days after the date on which the tenant submits verification pursuant to subparagraph (A) of paragraph (2), excluding Saturdays, Sundays, and other judicial holidays.~~

~~(B) Stay the unlawful detainer action if no judgment has been entered through the date of the hearing.~~

~~(C) Immediately stay execution of any writ of possession issued in the action through the date of the hearing and notify the sheriff of the stay.~~

~~(5) At a hearing pursuant to paragraph (4), the court shall issue one of the following orders:~~

~~(A) If the total amount described in paragraph (1) has been tendered to the landlord, the court shall restore the tenant to their former estate or tenancy and either dismiss the unlawful detainer action with prejudice or set aside the judgment against all named and unnamed defendants in the action.~~

~~(B) If the rental assistance payment has not been tendered on the date of the hearing, the court shall continue the hearing for 15 days, excluding Saturdays, Sundays, and other judicial holidays.~~

~~(6) If the tenant qualifies for relief pursuant to paragraph (2), but the rental assistance payment has not been tendered within 40 days of the date on which the tenant submitted verification to the court pursuant to subparagraph (A) of paragraph (2):~~

~~(A) If judgment has been entered, the court may, in its discretion, lift the stay of execution of judgment if it finds the delay was not caused by the landlord's failure to cooperate with the rental assistance program.~~

~~(B) If judgment has not been entered, the court shall not enter a judgment in favor of the landlord unless the landlord verifies all of the information described in subparagraphs (A) to (D), inclusive, of paragraph (2) of subdivision (e) of Section 50897.3 of the Health and Safety Code under penalty of perjury.~~

~~(7)(A) A landlord shall cooperate with and provide all necessary information and documentation to any entity described in clause (i) or (ii) of subparagraph (A) of paragraph (2) to facilitate payment of rental assistance funds.~~

~~(B) The court shall dismiss the complaint or set aside the judgment against a residential tenant, if judgment has been entered, and restore the tenant to their former estate and tenancy, if any of the following occurs:~~

~~(i) The landlord or landlord's designated agent refuses the tenant's tender of the total amount described in paragraph (1):~~

~~(ii) The landlord refuses to accept sufficient rental assistance funds, as described in paragraph (2):~~

~~(iii) The landlord fails to cooperate with and provide all necessary information and documentation to any rental assistance program, as required by this paragraph.~~

~~(8)(A) Before entry of judgment, upon the tenant's tender to the landlord or the landlord's designated agent of the total amount described in paragraph (1), the plaintiff shall file a request for dismissal of the unlawful detainer action with prejudice:~~

~~(B) Before entry of judgment, the court shall dismiss the unlawful detainer action with prejudice and restore the tenant to their former estate or tenancy if either of the following occurs:~~

~~(i) The plaintiff files a request for dismissal of the action in accordance with subparagraph (A):~~

~~(ii) The tenant submits evidence to the court that the plaintiff failed to file a request for dismissal of the action, as required by subparagraph (A), despite the tenant's tender to the landlord or the landlord's designated agent the total amount described in paragraph (1):~~

~~(9) After entry of judgment, but before restoration of the premises to the landlord, upon the tenant's tender to the landlord or the landlord's designated agent of the total amount described in paragraph (1), the court shall relieve the tenant against forfeiture of their lease or rental agreement pursuant to the procedures set forth in subdivisions (a) and (b), set aside the judgment against all named and unnamed defendants in the action, and restore the tenant to their former estate or tenancy:~~

~~(10) If a tenant tenders the total amount required by paragraph (1) to the landlord or the landlord's agent, the tenant shall provide verification to the court of such tender. The Judicial Council shall develop an optional form that a tenant may use to provide such verification, to provide verification of approval for rental assistance as described in paragraph (2), and to apply for relief under this subdivision:~~

~~(11) The right of redemption established by this subdivision is in addition to, and does not limit, any right that a residential tenant may have to seek relief from forfeiture pursuant to any other law:~~

~~(12) A tenant may not exercise the right of redemption under this section in response to an unlawful detainer action more than once in any 12-month period:~~

~~(13) If a tenant redeems their tenancy by making required payments of the amounts specified in subparagraphs (A) and (B) of paragraph (1) before the landlord files an unlawful detainer action, the landlord may not file an unlawful detainer action based upon the tenant's failure to make such payments:~~

~~SEC. 5. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution:~~