

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

AB 628 (McKinnor)  
Version: June 12, 2025  
Hearing Date: June 24, 2025  
Fiscal: No  
Urgency: No  
ID

**SUBJECT**

Hiring of real property: dwellings: untenability

**DIGEST**

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

**EXECUTIVE SUMMARY**

Almost 17 million Californians rent their apartments or homes, accounting for about 44 percent of all individuals in the state. California is currently experiencing a housing crisis, in which there is tight competition for available rental units, rents are incredibly high, and many renters pay a large portion of their income toward rent. Due to this crisis, landlords can charge more and provide fewer amenities and still find willing tenants. While many landlords provide refrigerators and stoves, some, particularly in Southern California, do not. When a landlord does not provide a refrigerator or stove, it forces tenants to forego having such appliances, to buy and move in their own refrigerator, or to use an old refrigerator left by a former tenant. Obtaining a refrigerator as a tenant is no easy task, as refrigerators can cost hundreds of dollars and are not easy to transport. Additionally, not having access to a refrigerator or a stove can have a significant impact on a renter, as they would be without the ability to store or prepare perishable food. Relying on eating at restaurants instead of cooking or eating fresh food can be incredibly expensive, require travel, and is usually far less nutritious. While California law specifies the various requirements and conditions that a landlord must provide and maintain in order to rent out a residential property, it does not specify that a landlord must provide a stove or a refrigerator. AB 628 aims to correct this, by requiring a stove and refrigerator that is maintained in good working order in order for the dwelling to be considered tenantable, with exceptions. AB 628 is author-sponsored and supported by All Homes, the AIDS Healthcare Foundation, and a number of nonprofits. It is opposed by the California Association of Realtors.

**PROPOSED CHANGES TO THE LAW**

Existing law:

- 1) Requires a lessor of a building intended for human occupation to put the building in a condition fit for occupation, and to repair all dilapidations that render it untenable, except as specified. (Civ. Code § 1941.)
- 2) Specifies that a dwelling shall be deemed untenable for these purposes if it substantially lacks any of the following characteristics:
  - a) effective waterproofing and weather protection of roof and exterior walls, including unbroken windows and doors;
  - b) plumbing or gas facilities that conform to applicable law in effect at the time of installation, maintained in good working order;
  - c) a water supply approved under applicable law that is under the control of the tenant, capable of producing hot and cold running water, or a system that is under the control of the landlord, that produces hot and cold running water, furnished to appropriate fixtures, and connected to a sewage disposal system approved under applicable law;
  - d) heating facilities that conform to applicable law at the time of installation, maintained in good working order;
  - e) electrical lighting, with wiring and electrical equipment that conform to applicable law at the time of installation, maintained in good working order;
  - f) building, grounds, and appurtenances at the time of the commencement of the lease or rental agreement, and all areas under control of the landlord, kept in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin;
  - g) an adequate number of appropriate receptacles for garbage and rubbish, in clean condition and good repair at the time of the commencement of the lease or rental agreement, with the landlord providing appropriate serviceable receptacles thereafter and being responsible for the clean condition and good repair of the receptacles under their control;
  - h) floors, stairways, and railings maintained in good repair; and
  - i) a locking mail receptacle for each residential unit in a residential hotel, as specified. (Civ. Code § 1941.1.)
- 3) Specifies that, notwithstanding the above, a landlord who leases a dwelling unit has no duty to repair a dilapidation if the tenant is in substantial violation of specified affirmative obligations, provided the tenant's violation contributes substantially to the existence of the dilapidation or interferes substantially with the landlord's obligation to keep the property tenantable. The affirmative obligations include:
  - a) to keep the tenant's premises clean and sanitary, as the condition of the premises permits;

- b) to dispose of all rubbish, garbage, and other waste in a clean and sanitary manner;
  - c) to properly use and operate all electrical, gas, and plumbing fixtures, and to keep them as clean and sanitary as their condition permits;
  - d) not to permit any person on their premises to willfully or wantonly destroy, deface, damage, or impair or remove any part of the structure or dwelling unit or the facilities, equipment, or appurtenances, or to do any of those things themselves; and
  - e) to occupy the premises as their abode, utilizing the premises only for purposes for which it was designed or intended to be used. (Civ. Code § 1941.2.)
- 4) Requires a landlord who leases a dwelling unit to do all of the following:
- a) install and maintain an operable dead bolt lock on each main swinging entry door of a dwelling unit. The dead bolt lock shall be installed in conformance with the manufacturer's specifications and shall comply with applicable state and local codes, as specified;
  - b) install and maintain operable window security or locking devices for windows that are designed to be opened, as specified;
  - c) install locking mechanisms that comply with applicable fire and safety codes on the exterior doors that provide ingress or egress to common areas with access to dwelling units in multifamily developments. (Civ. Code § 1941.3(a).)
- 5) Requires a landlord who leases a dwelling unit to install at least one usable telephone jack and to maintain inside telephone wiring in good working order, as specified, and to make any required repairs. (Civ. Code § 1941.4.)
- 6) Provides that, if the landlord fails to repair dilapidation that renders the premises untenable within a reasonable time of receiving notice of the dilapidation, the tenant may repair the dilapidation if the cost of such repairs does not require an expenditure more than one month's rent of the premises, and may deduct the expenses of such repairs from the rent, or the tenant may vacate the premises and be discharged from further payment of rent or the performance of other conditions. Limits the availability of this remedy to a tenant to no more than twice in any 12-month period. (Civ. Code § 1942.)
- 7) Prohibits a landlord of a residential property from collecting rent from the tenant, increasing the tenant's rent, or initiating an eviction proceeding against the tenant if the property is untenable or violates the Building Code or is deemed substandard, when a building code enforcement officer notifies the landlord of their duty to repair the dilapidation, 35 days have elapsed since that notice, and the dilapidations were not caused by the tenant. Specifies that a landlord who violates

these provisions is liable to the tenant or lessee for actual damages and special damages between \$100 and \$5,000. (Civ. Code § 1942.4.)

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

This bill:

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

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

## COMMENTS

### 1. Author's statement

According to the author:

California's rental housing affordability crisis has been exacerbated by outdated laws that do not consider basic household appliances a necessary part of a rental home. While many landlords do include a working refrigerator and stove in a residential lease, a growing number of rental properties are not, creating significant financial burdens on tenants seeking an affordable and safe place to live.

AB 628 would require new leases on residential properties to include a refrigerator and stove in good working order.

A working stove and a working refrigerator are not luxuries - they are a necessary part of modern life. By making these necessary appliances standard in rental units, California can provide all of its residents with a safer, more affordable and more dignified place to call home.

### 2. Many Californian renters lack basic cooking facilities

Almost 17 million Californians rent their apartments or homes, accounting for about 44 percent of all individuals in the state.<sup>1</sup> However, at the same time, California is experiencing a significant shortage in available housing. Some estimates suggest that the state currently has a shortfall of 1,283,734 affordable and available rental homes.<sup>2</sup> This combination of high demand and low supply has led California to have incredibly low rental vacancy rates, far below the national average and that of most states.<sup>3</sup> This

---

<sup>1</sup> Monica Davalos et al, California's 17 Million Renters Face Housing Instability and Inequity Before and After COVID-19, California Budget & Policy Center (Jan. 2021), available at <https://calbudgetcenter.org/resources/renters-face-housing-instability-and-inequity-before-and-after-covid-19/>.

<sup>2</sup> California Housing Partnership, "Housing Needs Dashboard," Mar. 2024, available at <https://chpc.net/housingneeds/>.

<sup>3</sup> Alexa Mae Asperin, California has least amount of vacant housing in US, study shows, FOX 11 News (Aug. 21, 2023), available at <https://www.foxla.com/news/california-vacant-housing-us-census-study>; see also Federal Reserve Bank of St. Louis, Rental Vacancy Rate for California (accessed Jun. 3, 2024), available at <https://fred.stlouisfed.org/series/CARVAC>.

tight supply has resulted in stiff competition for the available housing, and available affordable housing, that exists in California's communities. Such tight competition plays to the benefit of landlords, who can charge more and provide fewer amenities and still find willing tenants. Thus, significant numbers of California renters pay a disproportionate amount of their income toward rent and struggle to make ends meet. In 2019, 51.8 percent of California renters were cost-burdened, in which their rent costs exceeded 30 percent of their household income, and 27.3 percent were severely cost-burdened, in which their rent costs exceeded 50 percent of their household income.<sup>4</sup>

Of the amenities that landlords often provide, while many landlords provide appliances like refrigerators and stoves, some, particularly in Southern California, do not. As the Los Angeles Times reports, many Los Angeles apartment landlords do not provide tenants with refrigerators, which ultimately forces tenants to buy and move in their own refrigerator, use an old refrigerator left by a former tenant, or even pay their landlord an extra fee to have a refrigerator.<sup>5</sup> That same report found that about a quarter of apartment listings in Southern California did not come with refrigerators, and that California has more apartments on the rental market that do not provide refrigerators than any other state.<sup>6</sup>

Obtaining a refrigerator as a tenant is no easy task. Refrigerators can cost hundreds of dollars, and weigh hundreds of pounds. Transporting and installing them can be difficult. If a tenant relies on the used refrigerator market, they may end up with a refrigerator that has considerable issues, or that only lasts a few months. Additionally, not having access to a refrigerator or a stove can have a significant impact on a renter, as they would be without the ability to store or prepare perishable food. Relying on eating at restaurants instead of cooking or eating fresh food can be incredibly expensive, require travel, and is usually far less nutritious. If a tenant has small children, the impact of not having access to basic food storage and cooking facilities could be even more dire. Some individuals also need refrigerators to store medication or breastmilk. And yet, California law does not require that landlords provide tenants with a refrigerator or stove.

### 3. Tenantability and the implied warranty of habitability

Residential leases in California include a common law implied warranty of habitability. *Green v. Superior Court of San Francisco* (1974), 10 Cal. 3d 616, 637. This means that the landlord has a legal obligation to provide and maintain the leased premises in a certain condition sufficient for habitation. This implied warranty "does not require that a landlord ensure that leased premises [be in a] perfect, aesthetically pleasing condition,

---

<sup>4</sup> Davalos *supra* note 1, p. 3.

<sup>5</sup> Liam Dillon, "Why do so many L.A. apartments come without fridges? Inside the chilling mystery," Los Angeles Times (May 18, 2022), <https://www.latimes.com/homeless-housing/story/2022-05-18/fridge-los-angeles-apartment-tenants>.

<sup>6</sup> *Id.*

but it does mean that ‘bare living requirements’ must be maintained.” (*Id.*) Under *Green*, “substantial compliance with those applicable building and housing code standards which materially affect health and safety will suffice.” (*Id.*)

California law has further defined when leased premises are habitable. Civil Code Section 1941 requires that a landlord of residential property keep the property in a tenantable condition that is fit for occupation. (Civ. Code § 1941.) Civil Code Section 1941.1 further lists specific conditions that a residential property must have to be tenantable, which include: effective waterproofing and water protection of the roof and exterior walls; plumbing or gas facilities that are maintained in good working order; a water supply of hot and cold water that is connected to a sewage system; heating facilities maintained in good working order; electrical lighting with wiring and electrical equipment that is maintained in good working order; premises that are clean, sanitary, and free from debris, filth, rubbish, garbage, rodents, and vermin; clean and adequate receptacles for garbage and rubbish; floors, stairways, and railings maintained in good repair; and, for a residential hotel, a locking mail receptacle for each residence. (Civ. Code § 1941.1.)

In addition to these requirements, when a building is built or designated for housing, it must meet various standards in construction and safety to ensure it does not pose risks to its residents. These include standards contained within the Building Code, and include standards of sanitation, structural integrity, electrical wiring, plumbing, mechanical equipment, and fire hazards, among others. (Health & Saf. Code § 17920.3.) If a building does not meet the standards and the deficiency endangers the life, limb, health, property, safety, or welfare of the public or the occupants, it is considered substandard housing, and the deficiency must be corrected. In certain circumstances, the tenant may be required to temporarily vacate the premises so that the substandard condition can be remedied, and in such a case the landlord is required to pay the tenant relocation benefits to help them move. (Health & Saf. Code § 17975.1.)

When a landlord violates the implied warranty of habitability, fails to maintain the tenantability of the property, allows the property to become substandard pursuant to the building code, the tenant has a variety of remedies. If a landlord fails to repair a defect that makes the property untenable after being notified of the defect, the tenant may repair the defect themselves and deduct the cost to do so from their rent, or may vacate the premises without being required to continue paying rent. (Civ. Code § 1942.) Furthermore, if a residential property is untenable or violates the Building Code or is deemed substandard, a building code enforcement officer notifies the landlord of their duty to repair the dilapidation, 35 days have elapsed since that notice, and the dilapidations were not caused by the tenant, the landlord is prohibited from collecting rent from the tenant, increasing the tenant’s rent, or initiating an eviction proceeding against the tenant. (Civ. Code § 1942.4.) Lastly, a landlord’s breach of the warranty of

habitability, or failure to maintain the premises in a tenantable condition, is a defense against eviction for a tenant.<sup>7</sup>

4. AB 628 would require landlords, with exceptions, to provide tenants with refrigerators and stoves

AB 628 would add the provision of a refrigerator and stove to the requirements of tenantability. Specifically, it would require a landlord provide a stove that is maintained in good working order and capable of safely generating heat for cooking purposes, and would specify that a stove that is subject to a recall does not meet these requirements. In addition, it would require a landlord to provide a refrigerator that is maintained in good working order and capable of safely storing food, and would also specify that a refrigerator that is subject to a recall would not meet these requirements. When such a stove or refrigerator is subject to a recall, AB 628 would require the landlord repair or replace the stove or refrigerator within 30 days of receiving notice that the appliance is subject to a recall. These requirements would only apply to leases entered into, amended, or extended on or after January 1, 2026.

AB 628 includes a few exceptions. It would not apply to permanent supportive housing, a single-room occupancy unit, a unit in a residential hotel, or to a dwelling unit within a housing facility that offers shared or communal kitchen spaces to its residents, including a dwelling unit within an assisted living facility. A landlord also would not be required to provide a refrigerator, or maintain a refrigerator provided by the tenant, if the tenant and the landlord mutually agree at the time the lease is signed that the tenant will provide their own refrigerator.

Opposition may argue that AB 628 will increase the costs of housing and decrease supply. However, to the degree that a landlord incurs costs to comply with AB 628, the bill does not prevent the landlord from setting a higher starting rent or raising rents within the bounds of the law and the market. In addition, most landlords already provide stoves and refrigerators, and AB 628 includes carve-outs for housing where the landlord provides communal cooking facilities or where it would not make sense to require a landlord to provide stoves and refrigerators to every tenant.

The more fundamental question is whether the state should allow an unequal rental housing market where lower-income renters must rent units with inadequate cooking and food storage facilities, while wealthier tenants are able to afford apartments that do provide such facilities. In a tight rental market, lower-income tenants may have little choice. Stoves and refrigerators are essential for cooking at home, and the financial and nutritional benefits of cooking at home are significant. If the tenant does still wish to cook or store food in their home, they would have to bear the potentially-significant costs and effort required to obtain a refrigerator or mobile stove. Allowing a stratified

---

<sup>7</sup> See *Green* 10 Cal. 3d 637; Civ. Code § 1942.3; Code Civ. Procedure § 1174.2.



rental market where lower-income renters are forced to bear such costs while higher-income renters are not would perpetuate in an incredibly unequal market that hurts low-income renters. AB 628, with reasonable limitations, would prevent this.

## 5. Arguments in support

According to All Home, which supports AB 628:

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

This is especially troubling for the people we serve – residents with extremely low incomes who are disproportionately Black, Brown, disabled, or formerly unhoused. In the Bay Area, roughly one million residents with extremely low incomes are severely cost-burdened, meaning they spend more than 50 percent of their income on housing. Those who receive no housing assistance are paying an average of 76 percent of their income in rent. Requiring tenants to bear the cost of appliances that are essential to food security, health, and dignity undermines the very concept of habitability.

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

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

As California continues its work to reduce homelessness, prevent displacement, and increase the supply of affordable housing, we must also ensure that the homes we are preserving, subsidizing, and building meet the basic expectations

of habitability. AB 628 helps bring California's rental housing standards in line with those goals.

According to the AIDS Healthcare Foundation, which also supports AB 628:

Unfortunately, current law does not require a working oven and refrigerator to be provided in a tenantable unit. As a result, it is all too common for landlords to rent apartments that do not include one or both appliances. It is notable that this situation is largely a California-only phenomenon. Landlords in other states, with or without an explicit law in place, are more likely to provide both appliances. In fact, according to the LA Times on May 18, 2022, single family housing landlord Invitation Homes does not provide refrigerators in its 12,000 California units, but it does provide refrigerators in all its rental houses in the other 11 states in which it operates.

It is reprehensible that landlords often refuse to provide these essential appliances. While the courts have defined appliances as 'amenities,' the average person would not view them as 'amenities' but as necessities. AB 628 acknowledges this status and requires working order ovens and refrigerators to be provided in a habitable rented housing unit.

## 6. Arguments in opposition

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

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

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

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

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

### **SUPPORT**

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

### **OPPOSITION**

California Association of Realtors

### **RELATED LEGISLATION**

#### **Pending Legislation:**

SB 610 (Pérez, 2025) requires, among other provisions, a landlord of residential rental property to repair or remediate damage to the property sustained as a result of a disaster, and specifies that the presence of debris from a disaster shall be presumed to render the premises untenable, as specified. SB 610 is currently pending before the Assembly Housing and Community Development Committee.

AB 1183 (Lowenthal, 2025) authorizes a landlord of residential property to have an inspection of dwelling be performed by a local housing authority to verify that the units are tenantable before the landlord makes the units available to rent. If the inspection showed no violations of the tenantability laws, AB 1183 creates a presumption that the dwelling unit meets the tenantability standards for an unspecified period of time, and

provides landlords with a right to cure any tenantability violation upon notice by a tenant. AB 1183 is currently pending in the Assembly Judiciary Committee.

AB 632 (Hart, 2025) authorizes a local agency to file a certified copy of a final administrative order or decision regarding administrative fines or penalties for the violation of an ordinance or law, including the laws regarding tenantability and habitability, with the clerk of the superior court, and requires the clerk to enter judgment pursuant to that decision or order. It also authorizes a local agency to establish a procedure to collect these administrative fines or penalties by lien upon the parcel of land on which the violation occurred, as specified. AB 632 is currently pending before the Senate Local Government Committee.

Prior Legislation:

AB 2597 (Bloom, 2022) would have included cooling facilities or other means to maintain a safe maximum indoor air temperature, as specified, in the requirements for a dwelling to be tenantable and not substandard. AB 2597 died in the Senate Housing Committee.

AB 1124 (Skinner, Ch. 600, Stats. 2012) specified that the requirements for buildings with dwelling units to be tenantable may not be interpreted to prohibit a tenant or owner from qualifying for energy savings assistance programs for the repair or replacement of heating or hot water systems.

AB 607 (Brownley, Ch. 599, Stats. 2007) included the requirement that a residential hotel provide a locking mail receptacle for each residential unit in order to be tenantable.

AB 460 (Ortiz, Ch. 931, Stats. 2002) specified that a building that is substandard, including one that is substandard due to the presence of lead hazards, must be deemed untenable. Made other changes to the state housing law regarding substandard housing and the presence of lead hazards.

**PRIOR VOTES:**

Assembly Floor (Ayes 54, Noes 10)

Assembly Judiciary Committee (Ayes 9, Noes 1)

\*\*\*\*\*