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

AB 863 (Kalra)
Version: July 3, 2025
Hearing Date: July 15, 2025
Fiscal: No
Urgency: No
ID

SUBJECT

Residential rental properties: language requirements

DIGEST

This bill requires landlords of residential property to provide the summons and complaint in an unlawful detainer action in English and a copy in one of five specified languages, if the parties negotiated the lease in one of the five languages, or the tenant or someone on their behalf notifies the landlord that their primary language is one of the specified five languages, as specified.

EXECUTIVE SUMMARY

California is an incredibly diverse state, including by language. According to the American Community Survey, approximately 16.3 million Californians spoke a language other than English at home in 2021, accounting for about 42% of the population of the state. Language access is incredibly important for assuring all Californians can participate in California society and defend their rights. Current law requires a landlord to provide the tenant a translation of the lease agreement in one of five languages other than English when the landlord and tenant negotiated the lease in one of the five languages, as specified. When a landlord initiates an unlawful detainer action to evict a tenant, the landlord must provide the tenant with the complaint and a summon. If the tenant fails to respond to the complaint within 10 days of service of the complaint, a default judgment can be entered by the court that orders the tenant's eviction. AB 863 proposes to ensure that tenants facing eviction receive a translation of the summons and complaint if the tenant and the landlord negotiated the lease in Spanish, Chinese, Tagalog, Vietnamese, or Korean, or if the tenant or someone on their behalf previously notified the landlord that the tenant's primary language is one of those five languages. AB 863 would make the failure to provide translated notices an affirmative defense against an unlawful detainer. AB 863 is sponsored by Asian Americans Advancing Justice Southern California, and is supported by a number

immigrant and tenants' rights organizations. The Committee has received no timely letters of opposition.

PROPOSED CHANGES TO THE LAW

Existing law:

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

2) Requires a plaintiff in a civil action, except as otherwise required by statute, to serve upon the defendant a summons that is signed by the clerk and under the seal of the court in which the action is pending. Requires the summons to include specified information, including directions to the defendant as to the time for responding and the consequences for failing to respond, including the following statement in boldface type at the top of the summons: "Notice: You have been sued. The court may decide against you without your being heard unless you respond within 30 days." Permits each county, by ordinance, to require that the bolded statement be printed in a foreign language. (Civ. Code § 412.20.)

3) Requires, in an unlawful detainer action, that the landlord serve upon the tenant a copy of the complaint. Specifies that the complaint must contain certain information, including the facts upon which the landlord is seeking recovery of the premises and the method used to serve the tenant with notice. Provides that this latter requirement may be satisfied by using and completing all items relating to service of notice in the appropriate judicial form complaint, or by attaching a proof of service of the notice or notices. (Civ. Code § 1166.)

4) Requires a tenant defendant in an unlawful detainer action to respond to a notice of summons within 10 days, excluding weekends and court holidays, of being served with the notice. Specifies that, if service is completed by mail or the Secretary of State's address confidentiality program, the defendant must file within ten days. (Code Civ. Proc. § 1167.)

5) Requires entry of default and default judgment against the defendant if they fail to appear and defend against the unlawful detainer action, if upon written application of the plaintiff with proof of service of the summons and complaint. Provides that the court must issue a writ of execution, and thereafter the plaintiff may apply to the court for any other relief demanded in the complaint, including costs. (Code Civ. Proc. § 1169.)

6) Requires that any person engaged in a trade or business, who negotiates a specified contract or agreement primarily in Spanish, Chinese, Tagalog, Vietnamese, or Korean, deliver to the other party to the contract or agreement, or anyone who will be signing the agreement, and before the execution of that contract or agreement, a translation of the contract or agreement in the language in which the contract was negotiated.
    a) Provides an exception to this requirement where the party with whom the person engaged in a trade or business is negotiating negotiates the terms of the contract or agreement through their own interpreter.
    b) Provides that the terms in the English version of the contract shall determine the rights and obligations of the parties, and that the translated version may only be used in court as evidence to show that no contract was entered into because of substantial differences in material terms between the English version and the translated version.
    c) Provides that an aggrieved person for a violation of this provision may rescind the contract or agreement, as provided. (Civ. Code § 1632(b).)

This bill:

1) Requires, in an unlawful detainer action regarding residential property, that the landlord provide a copy of the summons to the tenant in the appropriate language, if a summons in Spanish, Chinese, Tagalog, Vietnamese, or Korean is provided on the California Courts website, and one of the following applies:
    a) the parties negotiated the lease agreement, orally or in writing, in Spanish, Chinese, Tagalog, Vietnamese, or Korean; or
    b) the landlord was previously notified by the tenant or anyone acting on the tenant's behalf that the tenant's primary language is Spanish, Chinese, Tagalog, Vietnamese, or Korean.

2) Specifies that a failure to serve an English version and a translated version of the summons required by (1), above, constitutes an affirmative defense to an unlawful detainer action.

3) Requires, if the parties negotiated, orally or in writing, the lease agreement in Spanish, Chinese, Tagalog, Vietnamese, or Korean, or if the landlord was previously notified by the tenant or anyone acting on the tenant's behalf that the tenant's primary language is Spanish, Chinese, Tagalog, Vietnamese, or Korean, that the landlord attach a notice and a copy of the complaint in that language.

4) Specifies that a failure to provide a copy of the complaint in the required language, as specified in (3), above, is an affirmative defense to an unlawful detainer action.

5) Specifies that a complaint form approved by Judicial Council is deemed to comply with the requirements in (3), above.

COMMENTS

1. Author's statement

According to the author:

> California is one of the most diverse states in the nation, built upon a confluence of peoples and cultures from all over the world. However, despite having notably large Spanish, Chinese, Vietnamese, Tagalog, and Korean-speaking populations, our state does not currently require many critical housing documents to be translated into these languages. This puts millions of limited-English proficiency renters at a significant disadvantage when they are faced with eviction proceedings, impeding their ability to fight a potentially wrongful termination of their lease. AB 863 remedies this problem by requiring eviction notices, complaints and summons to be translated into Spanish, Chinese, Vietnamese, Tagalog, or Korean if a lease was negotiated in one of these languages or a landlord has reason to believe that their tenant speaks any of them as their primary language.

2. California is a diverse state, and its diversity is its strength

California is an incredibly diverse state, including by language. According to the American Community Survey, approximately 16.3 million Californians spoke a language other than English at home in 2021, accounting for about 42% of the population of the state.[1] Of those who spoke a language other than English, 6.4 million have limited English proficiency (LEP), as in they speak English less than "very well."[2] Of the many diverse languages that Californians speak, the five most common non-English languages are Spanish, Chinese, Vietnamese, Tagalog, and Korean.[3]

Language access is incredibly important for assuring all Californians can participate in California society and defend their rights. When states and private parties ignore an LEP individual's needs for documents and materials in a language other than English, they effectively provide fewer benefits to that individual and make resources more difficult to utilize. Notices not provided in a language that the recipient can understand fail to adequately provide the recipients with notice, as the recipient may have to obtain the help of another or use translation services in order to be able to understand what the notice says. Moreover, the U.S. Supreme Court has found that recipients of federal financial assistance who do not provide translated documents engage in discrimination

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[1] U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates, DP02: Selected Social Characteristics in the United States, California (2023), available at https://data.census.gov/.
[2] *Id*.
[3] Migration Policy Institute, *California: Language & Education*, State Immigration Data Profiles (2023), https://www.migrationpolicy.org/data/state-profiles/state/language/ca.

against LEP individuals that amounts to national origin discrimination under Title VI of the Civil Rights Act of 1965. (*Lau v. Nichols* (1976) 414 U.S. 563, 568.)

3. Current law requires certain contracts and documents be translated in certain circumstances

The Legislature also has long recognized the importance of language access in the context of contract negotiations and landlord-tenant relations. In 1976, the Legislature enacted Civil Code section 1632 to require that a person engaged in a trade or business who negotiates certain contracts primarily in Spanish must provide the other party with a translation of the contract in Spanish. (Ch. 312, Stats. 1976; Civ. Code § 1632.) Part of the policy rationale for these provisions is the risk that not having written contracts in a language that one party to the contract can understand risks that party agreeing to terms that they were not aware of, or to terms in the written contract that do not reflect the verbal negotiations. Recognizing the state's increasing diversity, the Legislature expanded Civil Code section 1632 to include Chinese, Tagalog, Vietnamese, and Korean. (AB 309 (Chu) Ch. 330, Stats. 2003.) The contracts covered by Civil Code section 1632's requirements include certain loans or extensions of credit, reverse mortgages, contracts for legal services, and residential leases or subleases of a dwelling, apartment, mobilehome, or other dwelling in which the lease is for a period of longer than one month. (Civ. Code § 1632(b).) AB 1632 also covers any document making substantial changes to the rights and obligations of the parties. (Civ. Code § 1632(g).)

4. Landlord-tenant law

Almost 17 million Californians rent their apartments or homes, accounting for about 44 percent of all individuals in the state.[4] In order to ensure that a tenant's rights are respected and that they have an opportunity to be heard before being forced out of the property they rent, California law closely prescribes when a landlord may evict a tenant and the process that must be followed to do so. Landlords may only evict tenants for specified reasons, including for when a tenant defaults on payment of rent, violates a term of the rental agreement without correcting within three days of notice, commits waste or a nuisance on the premises, or uses the premises for an unlawful purpose. (Code Civ. Proc. § 1161.) Moreover, landlords cannot simply change the locks on a tenant and kick the tenant out on their own. (Civ. Code § 789.3.) Instead, they must pursue an order to obtain possession of the premises from the tenant through filing an unlawful detainer complaint in court. If the judge or the jury rules for the landlord, the court will issue a writ of possession. The county sheriff will then execute the writ of possession by first notifying the tenant that they have five days to vacate the premises

[4] 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/.

before being forcibly removed. If the tenant wins the case, they will be allowed to remain on the premises, and may even be owed money from the landlord.

Before a landlord can begin an unlawful detainer case against a tenant who fails to pay their rent, violates a term of the lease, uses the premises for an unlawful purpose, or commits waste or a nuisance on the premises, the landlord must provide the tenant with a specified three-day notice. Once the three-day period has run, the landlord may file an unlawful detainer in civil court if the tenant remains in the property or fails to correct the issue by paying the overdue rent or complying with the terms of the lease.

The landlord must serve the tenant with a copy of the complaint and a summons notifying them of the court case. The summons and complaint describe the parties in the case, the basic facts regarding the landlord and tenant's relationship, and the basis for the unlawful detainer. The summons notifies the tenant that they must respond within 10 days of service of the summons and complaint. Service of both documents must be completed by providing the papers to the tenant in person, or if they are not available in person, by leaving the papers with a person of suitable age at their residence or place of business, or by posting the papers on the property if the person's residence and business addresses cannot be ascertained. (Code Civ. Proc. §§ 415.10, 415.20.) The court provides summons and complaint forms created by the Judicial Council of California for unlawful detainer cases. The summons form that is currently available is already translated into both English and Spanish.

The tenant must file a response to the unlawful detainer complaint within 10 court days of being served with the complaint. (Code Civ. Proc. §§ 1167 and 1167.3.) However, if service is completed by mail or through the Secretary of State's address confidentiality program, the tenant has an additional five court days to file their response. (Code Civ. Proc. § 1167(b).) This timeline is markedly shorter than standard civil proceedings, in which the defendant is typically provided 30 days to respond to a complaint. (Code Civ. Proc. §§ 412.20; 430.40; 471.5.)

The consequences for not responding to the complaint can be swift and significant. If the tenant does not provide their answer to the complaint to the court within the required five days, the landlord can immediately request that the judge rule in their favor. This is called a default judgement, and the landlord can make it immediately to the court upon the tenant's failure to answer the complaint, if the landlord makes such a request and includes proof of service of the summons and complaint. (Code Civ. Proc. § 1169.) In such a scenario, the tenant has forfeited their right to contest the allegations and argue their case, and the court can immediately issue a writ of possession and any other remedies or relief the landlord is requesting, such as an award for unpaid rent and costs. Data suggests around 40% of all unlawful detainer cases result in a default judgement.[5] After a default judgement, a tenant's options to reverse the court's decision

[5] Inglis, *supra* note 5, p. 2.

and set aside the default are limited and not easy to obtain. They must file a motion to set aside the judgement, and generally must do so within six months for specific reasons, like for a mistake or for not having received actual notice. (Code Civ. Proc. §§ 473(b), 473.5.)

5. AB 863 would require landlords to provide certain documents in one of five languages other than English, under certain circumstances

Considering the potentially harsh consequences of failing to respond to an unlawful detainer complaint, AB 863 aims to ensure that LEP residential tenants are provided summons and complaint forms in the language they most understand. It would explicitly require that a landlord provide the summons and complaint in both English and in one of five languages (Spanish, Chinese, Tagalog, Vietnamese, or Korean) if the parties negotiated the lease in that language, or the tenant or someone acting on their behalf notified the landlord that the tenant's primary language is one of those five languages. AB 863 only makes this requirement with regard to the summons applicable if translated versions of the summons form is provided by the California courts on its website. AB 863 would make it an affirmative defense in an unlawful detainer action if a landlord fails to provide a tenant the summons or complaint in the required language.

Opposition may argue that AB 863 is unnecessary and may increase litigation and eviction delays. They assert that tenants who will receive these notices may still understand English, or may have already had family or friends assist them with the lease agreement, making the bill's requirements unnecessary. They may also assert that errors in translation may invalidate notices and give tenant attorneys greater opportunity to delay cases or challenge the unlawful detainer.

To the degree that providing translated summons and complaint forms may be a burden, the bill already addresses such concerns by making its provisions only applicable when the California courts website provides translated forms. Thus, landlords will not be required to create the required translated forms in order to comply with AB 863. They can instead rely on the courts' provided forms. Moreover, to say AB 863's provisions are unnecessary is to miss the point: to ensure that tenants receive the summons and complaint in their preferred language. Many individuals may understand some English, but perhaps not enough to understand a complex legal form, and requiring that a tenant rely on friends or family to translate important legal documents is not reasonable or fair to tenants whose rights are implicated by those documents.

In fact, AB 863's requirements are necessary precisely because the consequences of an unlawful detainer case is so significant for a tenant and their rights. If a tenant cannot read the forms to determine the claims being made against them or when they need to respond to the court, they can be materially prejudiced in the case and risk receiving a default judgment against them. Additionally, any delay required to obtain a translation

or help with understanding the summons and complaint could well mean a tenant missing the tight 10-day deadline for filing their response. Because of the seriousness of the potential consequences, AB 863 makes the failure to provide a tenant with a proper translation an affirmative defense against eviction. This would help ensure that the requirements established by AB 863 are followed by landlords, and would provide tenants an avenue to assert their right to a translated copy of the eviction notice. If no such defense against eviction were included in the bill, a tenant would have no way of asserting their right to receive a translated copy, or any redress when that right is violated to the detriment of the tenant.

6. Arguments in support

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

> As California continues to address our housing crisis by preventing further displacement and homelessness, we must not leave behind renters who are limited English proficient (LEP). According to 2021 American Community Survey data, about 3.2 million (or about 18%) of the 16 million renters are limited English proficient (LEP), and Spanish and Asian speaking tenants make up a majority of this specific population. Among all LEP tenants, about 2.3 million are Spanish speakers who do not speak English very well, and about 700,000 of them are Asian language speakers.
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> Current law protects California tenants under certain language groups, namely those who speak Spanish, Chinese, Tagalog, Vietnamese and Korean, by requiring landlords to provide rental contracts in such language, should they negotiate the lease in those languages. AB 863 ensures tenants stay protected during the eviction process.
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> As soon as the eviction process begins, a tenant only has very limited timing to respond to notices. For example, a tenant has only 10 days to respond to a summons and complaint, and cases are often defaulted where tenants are evicted without getting their day in court. If a tenant speaks a primary language that is not English, and they are unable to comprehend the eviction notice, summons or the complaint, the eviction process could quickly snowball.
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> AB 863 will require basic language access protections for tenants facing an eviction by requiring landlords to utilize translate complaints and summons in a unlawful detainer lawsuit. This bill will allow tenants to better utilize their rights and be responsive to issues as they face a potential eviction.

SUPPORT

Asian Americans Advancing Justice Southern California (sponsor)

Chinese for Affirmative Action
Lead Filipino
Power California Action
Unidosus
What We All Deserve (WWAD)

OPPOSITION

None received

RELATED LEGISLATION

Pending Legislation:

SB 266 (Cervantes, 2025) requires additional duties for the Secretary of State (SOS) and county election officials relating to translated election materials and translated ballots. SB 266 is currently pending before the Senate Appropriations Committee.

AB 1242 (Nguyen, 2025) Revises existing law regarding state agency language survey requirements to require each state agency to conduct an assessment and survey of the language needs of non-English-speaking and limited-English-speaking people, as specified. Requires a state agency to utilize specified information in conducting biennial surveys of each statewide and local office, and in developing and updating an implementation plan that provides a detailed description of how the agency plans to address any deficiencies in meeting current language access requirements. Establishes the position of Language Access Director (LAD), within the California Health and Human Services Agency (CalHHS), to ensure individuals with limited English proficiency and individuals who are deaf or hard of hearing have meaningful access to government programs and services. AB 1242 is currently pending before the Senate Health Committee.

AB 843 (Garcia, 2025) requires health plans and insurers to comply with federal language access requirements for people with limited English proficiency and permits the Department of Managed Health Care and the Department of Insurance to issue enforcement actions and civil penalties for violations of these requirements. AB 843 is currently pending before this Committee.

AB 413 (Fong, 2025) requires the Department of Housing and Community Development to review all guidelines it has adopted or amended to determine whether those guidelines explain rights or services available to the public, and for guidelines that meet that criteria, requires the department to translate those guidelines into any non-English languages spoken by a substantial number of non-English-speaking people, as defined. AB 413 is currently pending before the Senate Appropriations Committee.

Prior Legislation:

SB 633 (Limón, Ch. 149, Stats. 2022) required that a notice informing all signatories to a contract, including cosigners, of their obligation to guarantee certain consumer debt—currently required to be presented to prospective cosigners in English and Spanish—also be presented in Chinese, Tagalog, Vietnamese, and Korean, and required the Department of Financial Protection and Innovation (DFPI) to make freely available notices translated into those languages. Permitted, in a collection action against a cosigner, the lender's failure to provide the translated notice to be raised as an affirmative defense.

AB 3254 (Limón, Ch. 161, Stats. 2020) extended the existing requirement that, for certain consumer contracts negotiated in Spanish, Chinese, Tagalog, Vietnamese, or Korean, a version of the contract translated into the negotiating language must be provided to the consumer, that a translated version must also be provided to any nonparty signatories to the contract.

AB 309 (Chu, Ch. 330, Stats. 2003.) expanded the requirement that a person engaged in trade or business provide a translated copy of a contract to the other party when the parties negotiated in another language other than English, to include when the contract is negotiated in Chinese, Tagalog, Vietnamese, and Korean.

Ch. 312, Stats. 1976) required that a person engaged in trade or business who negotiates certain contracts primarily in Spanish must provide the other party with a translation of the contract in Spanish.

PRIOR VOTES:

Assembly Floor (Ayes 50, Noes 17)
Assembly Judiciary Committee (Ayes 8, Noes 3)
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