

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

AB 246 (Bryan)
Version: July 3, 2025
Hearing Date: July 15, 2025
Fiscal: Yes
Urgency: No
ID

SUBJECT

Social Security Tenant Protection Act of 2025

DIGEST

This bill would provide a tenant protection from eviction when the tenant experiences a decrease in household income due to a social security benefits payment interruption, after such an interruption has been declared by the Department of Justice, as specified.

EXECUTIVE SUMMARY

The Social Security Administration (SSA) and the services it provides have long been vital to the health and welfare of millions of older and disabled Americans. The SSA administers Social Security, a program that provides monthly payments to retired individuals, and Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI) programs that respectively provide benefits to individuals with disabilities that prevent them from working and low-income seniors. 73.9 million people in the United States receive benefits from at least one social security program. Under the Trump Administration, the Department of Government Efficiency (DOGE) initiated steep staffing cuts, reorganization, and the closure of numerous SSA field offices. These actions have raised concerns that the SSA may cease to properly function or provide the monthly payments to the millions of Americans who rely on social security, which would be an unprecedented development that would negatively affect millions of Americans. AB 246 proposes to address this risk by providing eviction protection to tenants whose income decreases due to an interruption in social security benefit payments, when such an interruption is declared by the state Department of Justice, as specified. This protection would only last as long as social security payments are interrupted, up to a maximum of six months. AB 246 is sponsored by SEIU California, Disability Rights California, and Californians for SSI, and is supported by a variety of other organizations and the city of San Jose. It is opposed by the California Apartment Association, California Chamber of Commerce, Western Manufactured Housing Communities Association, and a number of other business groups.

PROPOSED CHANGES TO THE LAW

Existing law:

- 1) Establishes generally the relations between and responsibilities of landlords and tenants in residential leases (hiring of real property). (Civ. Code §§ 1940 et seq.)
- 2) Establishes the Tenant Protection Act of 2019, which prohibits landlords of certain properties, until January 1, 2030, from evicting a residential tenant who has resided in the unit for 12 months or more, unless the landlord has at-fault or no-fault just cause.
 - a) Defines “at-fault” just cause to mean a tenant’s:
 - i. default in the payment of rent;
 - ii. breach of a material term of the lease;
 - iii. maintaining or permitting a nuisance on the premises;
 - iv. committing waste on the premises;
 - v. refusal to execute a written extension or renewal of a lease for a tenancy in a mobilehome, as prescribed;
 - vi. criminal activity on the residential property;
 - vii. assigning or subletting the premises in violation of the lease;
 - viii. refusal to allow the owner to enter the property as authorized;
 - ix. using the premises for an unlawful purpose;
 - x. failure to vacate when the tenant is an employee, agent, or licensee, and the tenant is terminated as an employee, agent, or licensee; and
 - xi. failure to deliver possession of property after providing the owner written notice of the tenant’s intent to terminate the lease.
 - b) Defines “no-fault” just cause to mean:
 - i. when the owner or owner’s spouse, domestic partner, children, grandchildren, parents, or grandparents intend to occupy the property for at least 12 months as their primary residence;
 - ii. a withdrawal of the property from the rental market;
 - iii. when the owner must evict the tenant to comply with a local ordinance or an order of a government agency or court, as prescribed; or
 - iv. when the owner intends to demolish or substantially remodel the property. (Civ. Code § 1946.2)
- 3) Specifies that the just-cause eviction requirements described in (2), above, do not apply to the following:
 - a) a transient and tourist hotel occupancy, as defined;
 - b) housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, or an adult residential facility;

- c) dormitories owned and operated by an institution of higher education or a K-12 school;
 - d) housing accommodations in which the tenant shares a bathroom or kitchen with the owner who maintains their principal residence at the property;
 - e) single-family owner-occupied residences;
 - f) properties containing two separate dwelling units within a single structure, in which the owner occupies one of the units as the owner's principal place of residence at the beginning of the tenancy, as specified;
 - g) housing that has been issued a certificate of occupancy within the last 15 years, unless the housing is a mobilehome;
 - h) residential real property that is alienable separate from the title to any other dwelling unit when the owner is not a corporation, management of a mobilehome park, or other business entity, as specified; and
 - i) housing that is restricted as affordable housing by deed, agreement with a government agency, or other recorded document, as defined. (Civ. Code § 1946.2(e).)
- 4) Provides that a tenant has committed unlawful detainer when they continue in possession of the property without the landlord's permission after:
 - a) the tenant remains in possession of the premises after the expiration of the term of the tenancy without permission of the landlord or otherwise not permitted by law;
 - b) the tenant's nonpayment of rent and the service of a three-day notice to pay or quit, stating the amount that is due;
 - c) the tenant has breached a covenant of the lease or failed to perform other conditions under the lease, and after service of a 3-day notice requiring performance of such covenants or conditions;
 - d) the tenant has breached a covenant of the lease prohibiting subletting, assignment, or waste; has committed or permitted a nuisance on the premises; or used the premises for an unlawful purpose; and or
 - e) the tenant gives written notice of the tenant's intention to terminate the tenancy, but fails to deliver possession of the premises to the landlord at the specified time. (Code Civ. Proc. § 1161.)
- 5) For residential properties, requires the notices described in (4), above, to be served by:
 - a) delivering a copy to the tenant personally;
 - b) if they are absent from their place of residence, and from their usual place of business, by leaving a copy with a person of suitable age and discretion at either place, and sending a copy through mail addressed to the tenant at their place of residence; or
 - c) if the tenant's place of residence or business cannot be ascertained or a person of suitable age found, by affixing a copy in a conspicuous place on

the property, and delivering a copy to a person residing on the property, if such a person can be found, and sending a copy through mail addressed to the tenant at the property. (Civ. Code § 1162.)

- 6) Requires a tenant defendant in an unlawful detainer action to respond to a notice of summons within ten 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 fifteen days. (Code Civ. Proc. § 1167.)
- 7) 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.)
- 8) Specifies that, if a tenant answers the unlawful detainer complaint, the trial regarding the unlawful detainer must be held within 20 days of the request to set the matter for trial. Specifies that a judgment shall be entered at the trial, and if the landlord prevails, a writ of execution must be issued immediately by the court. (Code Civ. Proc. § 1170.5.)
- 9) Prohibits a landlord from interrupting or terminating utility services, removing outside doors or windows, removing a tenant's personal property, or preventing a tenant from entering the property in order to terminate the tenant's tenancy, and makes a landlord who does any such thing liable to the tenant for damages and a daily statutory penalty. (Civ. Code § 789.3.)
- 10) Specifies that a court may restore a tenant's tenancy, whether written or oral, and whether or not the tenancy has terminated, in the case of hardship. Specifies that an application for relief for the restoration of the tenancy may be made at any time prior to the restoration of the premises to the landlord, as specified, or may be made by the court's own motion. Requires for this restoration that full payment of rent due be made, or full performance of any conditions or covenants stipulated. (Code Civ. Proc. § 1179.)
- 11) 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. (Civ. Code § 412.20.)

This bill:

- 1) Establishes the “Social Security Tenant Protection Act of 2025.”
- 2) Specifies that, if the California Department of Justice (DOJ) determines there is a social security benefit payment interruption and files an action against the federal government to restore social security benefit payments, it must deliver a notice within five court days to the Joint Legislative Budget Committee, other relevant fiscal and policy committees of the Legislature, and Judicial Council. Requires Judicial Council to inform the courts of the department’s filing and that a declared social security benefit payment interruption is in effect within five court days of receiving notice.
- 3) Specifies that, if the DOJ determines during a social security benefit payment interruption that social security benefit payments have been restored, it must provide a notice of this determination to the Joint Legislative Budget Committee, other relevant fiscal and policy committees of the Legislature, and to Judicial Council.
- 4) Prohibits a court from issuing a summons on a complaint for unlawful detainer during a declared social security benefit payment interruption when the action seeks possession of residential real property that is based, in whole or in part, on nonpayment of rent or other charges, if the defendant experienced a loss of income due to the social security benefit payment interruption.
- 5) Requires a plaintiff in an unlawful detainer action during a declared social security benefit payment interruption to file a specified cover sheet that indicates:
 - a) whether the action seeks possession of residential real property;
 - b) if the action seeks possession of residential real property, whether the action is based, in whole or in part, on an alleged default in payment of rent or other charges; and
 - c) if the action is based, in whole or in part, on an alleged default in payment of rent or other charges.
- 6) Requires Judicial Council to develop a cover sheet for mandatory use pursuant to the specified information provided, and that this cover sheet be in addition to any civil case cover sheet or other form required.
- 7) Specifies that it does not prevent a court from issuing a summons or entering a default in an unlawful detainer action not based on nonpayment of rent or other charges; an unlawful detainer that seeks possession of residential property when the defendant does not receive social security benefit payments; or an unlawful detainer that had a summon on a complaint issued before the commencement of the declared social security benefit payment interruption.

- 8) Requires any notice demanding the payment of rent be modified when issued during a declared social security benefit payment interruption, to:
 - a) Provide the tenant court 14 days to pay the amount due or deliver possession of the property;
 - b) Set forth the amount of rent demanded and the date that each amount became due;
 - c) Advise the tenant that the tenant cannot be evicted for failure to comply with the notice if the tenant delivers a signed declaration of social security-related financial distress on or before the date that the notice to pay or quit or perform covenants or quit expires, as provided; and
 - d) Include a specified notice of a tenant's protections from eviction if they have decreased household income due to the social security benefit payment interruption; and
 - e) Include an unsigned copy of a declaration of social security-related financial distress, including a translated version if required.
- 9) Specifies that a tenant who delivers a declaration of social security-related financial distress to the landlord within the 14-day period for repayment, as specified, may not be deemed to be in default with regard to that covered rental debt for the purposes of an unlawful detainer.
- 10) Permits a tenant to file a signed declaration of social security-related financial distress with the court during the period during which they must file their response to an unlawful detainer action. Requires the court to dismiss without prejudice an unlawful detainer action if the tenant files such a declaration, upon finding at a hearing, as specified, that the tenant's failure to return a declaration within the time specified in (9) was the result of mistake, inadvertence, surprise, or excusable neglect.
- 11) Prohibits a court from finding a tenant guilty of an unlawful detainer in an action filed during a declared social security benefit payment interruption unless it finds that:
 - a) The tenant was guilty of the unlawful detainer before the commencement of the declared social security benefit payment interruption; or
 - b) The tenant failed to provide a timely declaration of social security-related financial distress.
- 12) Does not require the landlord to assist the tenant to relocate through the payment of relocation costs if the landlord would not otherwise be required to do so, as specified, and permits a landlord required to provide relocation assistance to offset the tenant's rental debt against the obligation to assist the tenant with relocation.
- 13) Prohibits a landlord from, during any tenancy that existed before the declared social security benefit payment interruption, doing the following:

- a) applying a security deposit to satisfy covered rental debt, unless the tenant has agreed in writing to do so, unless the landlord is applying the debt to the security deposit after the tenancy ends; or
 - b) applying a monthly rental payment to any covered rental debt other than the prospective month's rent, unless the tenant agrees in writing.
- 14) Prohibits any stipulation, settlement agreement, lease agreement, or other agreement from waiving these provisions, and makes such waiver void as contrary to public policy.
- 15) Defines, for the purposes of its provisions, the following terms:
- a) "covered rental debt" to mean unpaid rent or other unpaid financial obligation of a tenant under the tenancy that came due during a declared social security benefit payment interruption;
 - b) "declared social security benefit payment interruption" to mean the period beginning on the date that the Joint Legislative Budget Committee receives notice from the Department of Justice that it filed an action against the federal government to restore social security benefit payments, and specifies that this period ends on the earlier of either:
 - i. the date that the Joint Legislative Budget Committee receives a determination from the Department of Justice that social security benefit payments have been restored; or
 - ii. the date that is six months after the commencement of the declared social security benefit payment interruption;
 - c) "landlord" to mean an owner of residential real property, a residential rental unit, a mobilehome park, or an mobilehome park space or lot, or their agent;
 - d) "social security benefit payment interruption" to mean any disruption in the administration or disbursement of social security benefit payments that results in a delay of three or more calendar days beyond the scheduled payment disbursement date;
 - e) "social security-related financial distress" to mean a loss of income caused by a social security benefits interruption;
 - f) "tenant" to mean any natural person who rents residential real property, except tenants in a hotel or motel, as specified.
- 16) Repeals these provisions on January 20, 2029.

COMMENTS

1. Author's statement

According to the author:

Social security is a fundamental part of our social safety net that has kept millions of seniors and people with disabilities out of poverty and helped to remain housed.

Before the passage of social security, poverty rates for elderly was roughly 80%. Through the programs implementation that rate has dropped to under 10% . This has been a massive success that has allowed people to live their lives with dignity when they can no longer participate in the workforce.

Mass firings and shuttering of Social Security offices have left seniors and people with disabilities terrified they'll have nowhere to turn if their checks don't arrive on time. Seniors are already the fastest growing population of people experiencing homelessness. We cannot stand idly by while Trump forces our grandparents onto the streets. AB 246 is a precautionary measure that will protect seniors and people with disabilities from unjust evictions if there is a declared interruption in their SSA payments.

2. The Trump Administration's threats to social security

The Social Security Administration (SSA) and the services it provides have long been vital to the health and welfare of millions of older and disabled Americans. The SSA was established by the Social Security Act of 1935. (Pub. L. 74-272, 49 Stat. 620.) It administers Social Security, officially known as the Old Age and Survivors Insurance, that provides monthly payments to retired individuals. The SSA also administers the Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI) programs that provide benefits, respectively, to individuals with disabilities that prevent them from working and to low-income seniors. Social Security and SSDI are both funded through payroll taxes deducted from workers' wages; thus, recipients of both programs pay into the programs throughout their lives so the programs are available when needed or when they retire. 73.9 million people in the United States receive benefits from at least one social security program.¹

On February 26, 2025, President Trump issued Executive Order 14222 to establish the "Department of Government Efficiency" (DOGE), ostensibly to reduce waste, fraud, and abuse in the federal government. However, since then, DOGE has done more to

¹ Drew Desilver, "What the data says about Social Security," *Pew Research Center* (May 20, 2025) <https://www.pewresearch.org/short-reads/2025/05/20/what-the-data-says-about-social-security/>.

wreak havoc on various important government agencies and their operations, as well as obtain questionable access to agencies' sensitive data, than any elimination or discovery of waste or fraud. It has also attempted to severely cut the funding of various agencies and programs, despite the fact that Congress is the branch of government that holds the power to determine how and how much to spend government funds.

The SSA has been one agency that has drawn the particular ire of DOGE. In early February, DOGE employees obtained access to Department of Treasury data that they claimed showed substantial fraud in social security payments, and DOGE requested access to more of the agency's data. When the Social Security Commissioner stepped down and an Acting Commissioner was appointed by the White House, DOGE was provided access to the agency's data, and steep cuts to the agency's staffing were announced. These staffing cuts, reorganization, and the closure of numerous SSA offices has raised concerns that the SSA may cease to properly function or provide the monthly payments to the millions of Americans who rely on social security.² The SSA has reportedly never missed a payment before.

If there was an interruption of social security benefits, the consequences could be disastrous. Millions of Americans, particularly older Americans who have no other source of income, rely on social security to cover their living expenses, including their rent. While senior poverty was pervasive and rampant before the creation of social security, modern times see a fairly low senior poverty rate, primarily because of the stability and support that social security provides older Americans.

3. Landlord-tenant law and evictions

California law closely prescribes when a landlord may evict a tenant and the process that must be followed to do so. For many leases, landlords may only evict tenants for specified reasons, including for when a tenant defaults on payment of rent, violates a material term of the rental agreement without correcting it within three days of notice, commits a nuisance on the premises. (Civ. Code § 1946.2.) Moreover, landlords cannot simply change the locks on a tenant and kick the tenant out on their own. (Civ. Code § 789.3.) A landlord first must notify the tenant of the deficiency and provide a short window to correct it. If the tenant is behind on rent, the landlord must notify the tenant of the delinquent rent and request that the tenant pay the rent in three days, not including weekends and holidays, or vacate the unit. (Code Civ. Proc. § 1161(2).) If the tenant does not pay the amount due within the three days, the landlord may file an unlawful detainer action in court and request a judicial order that the tenant be evicted. 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

² Lorie Konish, "Social Security has never missed a payment. DOGE actions threaten 'interruption of benefits,' ex-agency head says," CNBC (Mar. 1, 2025) <https://www.cnbc.com/2025/03/01/doge-actions-may-cause-social-security-benefit-interruption-ex-agency-head.html>.

that they have five days to vacate the premises before being forcibly removed by the sheriff. If the tenant wins the case, they will be allowed to remain on the premises, and may even be owed money from the landlord.

The unlawful detainer process is governed by Code of Civil Procedure Sections 1159 to 1179, and is very similar to standard civil proceedings, though with significantly shortened timelines. The eviction laws and procedures balance a tenant's interest in due process and staying in the unit with the interests of landlords to be able to promptly regain possession of their properties if the current tenant is not paying rent or is subject to eviction. Thus, the unlawful detainer process is a summary proceeding, meaning that it is a streamlined, fast-tracked judicial proceeding. The timelines are expedited, and the law requires that unlawful detainers take precedence in a court's civil docket. (Code Civ. Proc. § 1179a.) Data shows that unlawful detainer cases are often indeed very quick proceedings: 60% of unlawful detainers are resolved within 30 days.³

When a landlord files an unlawful detainer complaint in court, they must serve the tenant with a copy of the complaint and a summons notifying them of the court case and the timeline to respond. The tenant must file a response to the unlawful detainer complaint within 10 court days of being served with the complaint, or, if service is completed by mail or through the Secretary of State's address confidentiality program, within 15 days of being served. (Code Civ. Proc. §§ 1167, 1167.3.) 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.) If a defendant answers the landlord's complaint, and requests a trial, the trial must be held within 20 days of the request for a trial, unless extended by agreement of the parties. (Code Civ. Proc. § 1170.5.)

If a tenant fails to respond to the unlawful detainer complaint, the consequences can be swift and significant. In such a scenario, 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. (Code Civ. Proc. § 1169.) The tenant then 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 that around 40% of all unlawful detainer cases result in a default judgement.⁴ After a default judgement, a tenant's options to reverse the court's decision 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, such as a mistake or for not having received actual notice. (Code Civ. Proc. §§ 473(b), 473.5.) If a judge issues a default judgment or rules against a tenant, the sheriff may immediately begin executing the writ of possession to remove the tenant.

³ Inglis, *supra* note 5, p. 2.

⁴ Inglis, *supra* note 5, p. 2.

4. AB 246 would provide relief to tenants whose social security income is paused due to actions by the federal government

Given that many elderly or disabled Californians may rely on their social security benefits to pay rent, AB 246 aims to provide these Californians relief and protection from eviction if there were to be an interruption in social security payments. Its protections come into force when there has been an interruption in social security benefit payments, and the state Department of Justice (DOJ) files a lawsuit against the federal government to request that social security benefit payments are restored. The DOJ would need to provide a notice to the Joint Legislative Budget Committee, at which point a “social security benefit payment interruption” would have begun, triggering AB 246’s provisions. The interruption would be considered to have ended at the earlier of either: the date that the DOJ provides notice that social security benefit payments have been restored, or six months after the commencement of the declared interruption.

During a declared social security benefit payment interruption, courts would be prohibited from issuing a summons on an unlawful detainer case involving residential real property that is based in whole or in part on nonpayment of rent when the defendant has experienced a loss of income due to the interruption. Courts would also be prohibited from finding a tenant guilty of an unlawful detainer, unless the tenant was guilty of the unlawful detainer before the start of the declared interruption, or the tenant failed to provide the landlord notice of social security-related financial distress. Additionally, AB 246 requires that any notice that a tenant must pay rent or other financial obligation or leave the premises, as required under Civil Code section 1161, must provide the tenant no less than 14 days to pay when the notice is being issued during a declared social security benefit payment interruption. Any such notice during this period must include a statement regarding the tenant’s protections from eviction if they have experienced a decrease in their income due to the social security benefit interruption, as well as a blank declaration form that the tenant can sign and return to their landlord declaring that they have been impacted by the interruption. If the landlord receives such a signed declaration, they would be prohibited from evicting that tenant.

AB 246 includes a few provisions meant to protect the tenant from other actions of the landlord. It would prohibit a landlord from applying a tenant’s security deposit to cover rent during a social security benefit payment interruption, unless the tenant agrees, or from applying a monthly rental payment to any rental debt other than the prospective month’s rent during the interruption. It would make any lease agreement, stipulation, or other agreement that waives the bill’s protections prohibited and void as contrary to public policy. Lastly, AB 246’s provisions would be repealed on January 20, 2029.

5. Amendments

The author has agreed to amendments that would require tenants providing a declaration of social security-related financial distress pursuant to the bill's provisions to include with the declaration documentation that they rely upon social security benefit payments for at least 25 percent of their income. A full mock-up of the amendments is included at the end of this analysis.

6. Arguments in support

According to SEIU California, Disability Rights California, and Californians for SSI Coalition, the sponsors of AB 246:

Social Security, Supplemental Security Income (SSI), and Social Security Disability Insurance (SSDI) are lifelines for millions of Californians. Over 6 million residents rely on these monthly benefits, many of whom are on fixed incomes and face significant challenges in affording basic necessities, especially housing. These grants are more important than ever, as many older adults and people with disabilities will be negatively impacted by the passage of H.R. 1, which includes cuts to food and health benefits. According to the Social Security Administration, nearly a quarter of Social Security recipients are renters, with a median household income of just \$24,400. Alarming, one-fourth of these renting households spend 57 percent or more of their income on housing, underscoring their extreme vulnerability to any interruption in benefits. This number is even higher for older adults and people with disabilities on SSI: In all 58 California counties, the 2025 "Fair Market Rent" (FMR) for a studio apartment exceeded 50% of the maximum SSI/SSP grant for an individual and rent in 28 counties is higher than the entire grant.

The threat of federal disruptions to Social Security payments is no longer hypothetical. Recent actions by federal officials – including deep staffing cuts and office closures – have put the timely delivery of benefits at risk. Should these payments be interrupted, even briefly, the consequences for California's seniors and people with disabilities could be catastrophic. For those who rent, a missed Social Security payment can mean the difference between keeping a roof over their head and facing eviction.

If individuals who depend on Social Security lose their housing, the impact extends far beyond the loss of shelter. Homelessness among seniors and people with disabilities leads to severe health deterioration, increased reliance on emergency services, and higher public costs. It also erodes the dignity and security that these individuals have earned through a lifetime of work or in spite of lifelong challenges. Preventing such outcomes is not only a moral imperative

but an economic one, as rehousing and supporting those who become homeless is far more costly than ensuring their continued stability.

AB 246 offers a targeted, temporary pause on eviction proceedings for Social Security recipients when federal payments are disrupted for more than three days. This commonsense measure will provide a crucial buffer, allowing vulnerable tenants to remain housed while federal issues are resolved, and preventing a wave of unnecessary and devastating evictions. This bill has been amended based on technical knowledge from the Department of Justice and housing experts.

7. Arguments in opposition

According to the California Apartment Association and a coalition of businesses and industry associations opposed to AB 246:

We share your concern for seniors and other Social Security recipients who may be impacted by a federal delay in benefit payments. We agree that individuals affected by a delay in benefits should not face the loss of their homes. However, AB 246 addresses only one narrow consequence of such delayed social security benefits while ignoring other critical needs like food, medical care, and transportation.

If California lawmakers truly believe a federal delay in Social Security benefits is possible, then the state must be prepared to offer direct financial assistance – not just housing-related protections – to mitigate harm to all affected Californians. We also want to emphasize that many senior citizens are themselves rental property owners who rely on rental income to supplement their Social Security. If they lose both their benefits as well as rent payments from tenants affected by the same interruption, the financial impact would be devastating.

Rather than enacting a narrowly tailored policy like AB 246, we urge you to consider a more comprehensive approach. Specifically, we recommend ensuring that California's future budget includes emergency funding to support all Californians who may be affected by a Social Security payment disruption.

SUPPORT

Californians for SSI (sponsor)

Disability Rights California (sponsor)

SEIU California (sponsor)

Alameda County Homeless Action Center

California Association of Social Rehabilitation Agencies

California Community Foundation

California Council of the Blind
California Teachers Association
City of San Jose
Coalition of California Welfare Rights Organizations
Culver City Democratic Club
Dayle McIntosh Center for the Disabled
Grace Institute - End Child Poverty in CA
Hunger Action Los Angeles Inc.
Justice in Aging
Personal Assistance Services Council (PASC)
San Francisco-Marin Food Bank
Santa Monica Democratic Club

OPPOSITION

California Apartment Association
California Association of Realtors
California Building Industry Association (CBIA)
California Chamber of Commerce
Long Beach Area Chamber of Commerce
Western Manufactured Housing Communities Association

RELATED LEGISLATION

Pending Legislation:

SB 610 (Pérez, 2025) among other things, extends various notice periods and deadlines for notices related to the termination of a tenancy and an unlawful detainer proceeding if housing is damaged, destroyed, or otherwise rendered uninhabitable by an event that resulted in a state of emergency declaration in the county. SB 610 is currently pending before the Senate Judiciary Committee.

SB 436 (Wahab, 2025) extends the “pay or quit” notice period required to be given by a landlord to a tenant for the nonpayment of rent before the landlord may bring an unlawful detainer action from three to fourteen days. SB 436 is currently pending before the Assembly Judiciary Committee.

Prior Legislation:

AB 3088 (Chiu, Ch. 37, Stats. 2020.) created an eviction moratorium for tenants who were unable to pay their rent due to COVID-19 related financial distress, among other provisions.

AB 2343 (Chiu, Ch. 260, Stats. 2018) provided that the three-day notice period a landlord must give a tenant in certain circumstances before filing an unlawful detainer action excludes court holidays and weekends. AB 2343 also clarified that the period in which a defendant must respond to a notice of summons in an unlawful detainer action does not include court holidays and weekends.

SB 1403 (Kuehl, Ch. 301, Stats. 2002) permitted a court to relieve a tenant against forfeiture of their tenancy, and to restore their tenancy, by the court's own motion or an application by the tenant at any time before their eviction, at the court's discretion in a case of hardship, as long as the tenant pays the rent due.

PRIOR VOTES:

Assembly Floor (Ayes 49, Noes 13)

Assembly Appropriations Committee (Ayes 11, Noes 2)

Assembly Judiciary Committee (Ayes 8, Noes 3)

Assembly Judiciary Committee (Ayes 8, Noes 3)

Mock-up of Amendments for AB-246 (Bryan (A))

(Amendments may be subject to technical corrections by Legislative Counsel)

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

SECTION 1. Section 798.56 of the Civil Code is amended to read:

798.56. A tenancy shall be terminated by the management only for one or more of the following reasons:

(a) Failure of the homeowner or resident to comply with a local ordinance or state law or regulation relating to mobilehomes within a reasonable time after the homeowner receives a notice of noncompliance from the appropriate governmental agency.

(b) Conduct by the homeowner or resident, upon the park premises, that constitutes a substantial annoyance to other homeowners or residents.

(c) (1) Conviction of the homeowner or resident for prostitution, for a violation of subdivision (d) of Section 243, paragraph (2) of subdivision (a), or subdivision (b), of Section 245, Section 288, or Section 451, of the Penal Code, or a felony controlled substance offense, if the act resulting in the conviction was committed anywhere on the premises of the mobilehome park, including, but not limited to, within the homeowner's mobilehome.

(2) However, the tenancy may not be terminated for the reason specified in this subdivision if the person convicted of the offense has permanently vacated, and does not subsequently reoccupy, the mobilehome.

(d) Failure of the homeowner or resident to comply with a reasonable rule or regulation of the park that is part of the rental agreement or any amendment thereto.

No act or omission of the homeowner or resident shall constitute a failure to comply with a reasonable rule or regulation unless and until the management has given the homeowner written notice of the alleged rule or regulation violation and the homeowner or resident has failed to adhere to the rule or regulation within seven days. However, if a homeowner has been given a written notice of an alleged violation of the same rule or regulation on three or more occasions within a 12-month period after the homeowner or resident has violated that rule or regulation, no written notice shall be required for a subsequent violation of the same rule or regulation.

Nothing in this subdivision shall relieve the management from its obligation to demonstrate that a rule or regulation has in fact been violated.

(e) (1) Except as provided for in the Social Security Tenant Protection Act of 2025 (Chapter 6 (commencing with Section 1179.20) of Title 3 of Part 3 of the Code of Civil Procedure), nonpayment of rent, utility charges, or reasonable incidental service charges; provided that the amount due has been unpaid for a period of at least five days from its due date, and provided that the homeowner shall be given a three-day written notice subsequent to that five-day period to pay the amount due or to vacate the tenancy. For purposes of this subdivision, the five-day period does not include the date the payment is due. The three-day written notice shall be given to the homeowner in the manner prescribed by Section 1162 of the Code of Civil Procedure. A copy of this notice shall be sent to the persons or entities specified in subdivision (b) of Section 798.55 within 10 days after notice is delivered to the homeowner. If the homeowner cures the default, the notice need not be sent. The notice may be given at the same time as the 60 days' notice required for termination of the tenancy. A three-day notice given pursuant to this subdivision shall contain the following provisions printed in at least 12-point boldface type at the top of the notice, with the appropriate number written in the blank:

"Warning: This notice is the (insert number) three-day notice for nonpayment of rent, utility charges, or other reasonable incidental services that has been served upon you in the last 12 months. Pursuant to Civil Code Section 798.56 (e) (5), if you have been given a three-day notice to either pay rent, utility charges, or other reasonable incidental services or to vacate your tenancy on three or more occasions within a 12-month period, management is not required to give you a further three-day period to pay rent or vacate the tenancy before your tenancy can be terminated."

(2) Payment by the homeowner prior to the expiration of the three-day notice period shall cure a default under this subdivision. If the homeowner does not pay prior to the expiration of the three-day notice period, the homeowner shall remain liable for all payments due up until the time the tenancy is vacated.

(3) Payment by the legal owner, as defined in Section 18005.8 of the Health and Safety Code, any junior lienholder, as defined in Section 18005.3 of the Health and Safety Code, or the registered owner, as defined in Section 18009.5 of the Health and Safety Code, if other than the homeowner, on behalf of the homeowner prior to the expiration of 30 calendar days following the mailing of the notice to the legal owner, each junior lienholder, and the registered owner provided in subdivision (b) of Section 798.55, shall cure a default under this subdivision with respect to that payment.

(4) Cure of a default of rent, utility charges, or reasonable incidental service charges by the legal owner, any junior lienholder, or the registered owner, if other than the homeowner, as provided by this subdivision, may not be exercised more than twice during a 12-month period.

(5) If a homeowner has been given a three-day notice to pay the amount due or to vacate the tenancy on three or more occasions within the preceding 12-month period

and each notice includes the provisions specified in paragraph (1), no written three-day notice shall be required in the case of a subsequent nonpayment of rent, utility charges, or reasonable incidental service charges.

In that event, the management shall give written notice to the homeowner in the manner prescribed by Section 1162 of the Code of Civil Procedure to remove the mobilehome from the park within a period of not less than 60 days, which period shall be specified in the notice. A copy of this notice shall be sent to the legal owner, each junior lienholder, and the registered owner of the mobilehome, if other than the homeowner, as specified in subdivision (b) of Section 798.55, by certified or registered mail, return receipt requested, within 10 days after notice is sent to the homeowner.

(6) When a copy of the 60 days' notice described in paragraph (5) is sent to the legal owner, each junior lienholder, and the registered owner of the mobilehome, if other than the homeowner, the default may be cured by any of them on behalf of the homeowner prior to the expiration of 30 calendar days following the mailing of the notice, if all of the following conditions exist:

(A) A copy of a three-day notice sent pursuant to subdivision (b) of Section 798.55 to a homeowner for the nonpayment of rent, utility charges, or reasonable incidental service charges was not sent to the legal owner, junior lienholder, or registered owner, of the mobilehome, if other than the homeowner, during the preceding 12-month period.

(B) The legal owner, junior lienholder, or registered owner of the mobilehome, if other than the homeowner, has not previously cured a default of the homeowner during the preceding 12-month period.

(C) The legal owner, junior lienholder, or registered owner, if other than the homeowner, is not a financial institution or mobilehome dealer.

If the default is cured by the legal owner, junior lienholder, or registered owner within the 30-day period, the notice to remove the mobilehome from the park described in paragraph (5) shall be rescinded.

(f) Condemnation of the park.

(g) Change of use of the park or any portion thereof, provided:

(1) The management gives the homeowners at least 60 days' written notice that the management will be appearing before a local governmental board, commission, or body to request permits for a change of use of the mobilehome park.

(2) (A) After all required permits requesting a change of use have been approved by the local governmental board, commission, or body, the management shall give the homeowners six months' or more written notice of termination of tenancy.

(B) If the change of use requires no local governmental permits, then notice shall be given 12 months or more prior to the management's determination that a change of use will occur. The management in the notice shall disclose and describe in detail the nature of the change of use.

(3) The management gives each proposed homeowner written notice thereof prior to the inception of the proposed homeowner's tenancy that the management is requesting a change of use before local governmental bodies or that a change of use request has been granted.

(4) The notice requirements for termination of tenancy set forth in Sections 798.56 and 798.57 shall be followed if the proposed change actually occurs.

(5) A notice of a proposed change of use given prior to January 1, 1980, that conforms to the requirements in effect at that time shall be valid. The requirements for a notice of a proposed change of use imposed by this subdivision shall be governed by the law in effect at the time the notice was given.

(h) The report required pursuant to subdivisions (b) and (i) of Section 65863.7 of the Government Code shall be given to the homeowners or residents at the same time that notice is required pursuant to subdivision (g) of this section.

(i) A tenancy shall not be terminated pursuant to subdivision (e) or (g), and a notice of termination based thereon shall not be issued pursuant to Section 798.55 unless the park has a valid permit to operate issued by the enforcement agency pursuant to Chapter 4 (commencing with Section 18500) of Part 2.1 of Division 13 of the Health and Safety Code.

(j) For purposes of this section, "financial institution" means a state or national bank, state or federal savings and loan association or credit union, or similar organization, and mobilehome dealer as defined in Section 18002.6 of the Health and Safety Code or any other organization that, as part of its usual course of business, originates, owns, or provides loan servicing for loans secured by a mobilehome.

(k) This section shall remain in effect until January 20, 2029, and as of that date is repealed.

SEC. 2. Section 798.56 is added to the Civil Code, to read:

798.56. A tenancy shall be terminated by the management only for one or more of the following reasons:

(a) Failure of the homeowner or resident to comply with a local ordinance or state law or regulation relating to mobilehomes within a reasonable time after the homeowner receives a notice of noncompliance from the appropriate governmental agency.

(b) Conduct by the homeowner or resident, upon the park premises, that constitutes a substantial annoyance to other homeowners or residents.

(c) (1) Conviction of the homeowner or resident for prostitution, for a violation of subdivision (d) of Section 243, paragraph (2) of subdivision (a), or subdivision (b), of Section 245, Section 288, or Section 451, of the Penal Code, or a felony controlled substance offense, if the act resulting in the conviction was committed anywhere on the premises of the mobilehome park, including, but not limited to, within the homeowner's mobilehome.

(2) However, the tenancy may not be terminated for the reason specified in this subdivision if the person convicted of the offense has permanently vacated, and does not subsequently reoccupy, the mobilehome.

(d) Failure of the homeowner or resident to comply with a reasonable rule or regulation of the park that is part of the rental agreement or any amendment thereto.

No act or omission of the homeowner or resident shall constitute a failure to comply with a reasonable rule or regulation unless and until the management has given the homeowner written notice of the alleged rule or regulation violation and the homeowner or resident has failed to adhere to the rule or regulation within seven days. However, if a homeowner has been given a written notice of an alleged violation of the same rule or regulation on three or more occasions within a 12-month period after the homeowner or resident has violated that rule or regulation, no written notice shall be required for a subsequent violation of the same rule or regulation.

Nothing in this subdivision shall relieve the management from its obligation to demonstrate that a rule or regulation has in fact been violated.

(e) (1) Nonpayment of rent, utility charges, or reasonable incidental service charges; provided that the amount due has been unpaid for a period of at least five days from its due date, and provided that the homeowner shall be given a three-day written notice subsequent to that five-day period to pay the amount due or to vacate the tenancy. For purposes of this subdivision, the five-day period does not include the date the payment is due. The three-day written notice shall be given to the homeowner in the manner prescribed by Section 1162 of the Code of Civil Procedure. A copy of this notice shall be sent to the persons or entities specified in subdivision (b) of Section 798.55 within 10

days after notice is delivered to the homeowner. If the homeowner cures the default, the notice need not be sent. The notice may be given at the same time as the 60 days' notice required for termination of the tenancy. A three-day notice given pursuant to this subdivision shall contain the following provisions printed in at least 12-point boldface type at the top of the notice, with the appropriate number written in the blank:

"Warning: This notice is the (insert number) three-day notice for nonpayment of rent, utility charges, or other reasonable incidental services that has been served upon you in the last 12 months. Pursuant to Civil Code Section 798.56 (e) (5), if you have been given a three-day notice to either pay rent, utility charges, or other reasonable incidental services or to vacate your tenancy on three or more occasions within a 12-month period, management is not required to give you a further three-day period to pay rent or vacate the tenancy before your tenancy can be terminated."

(2) Payment by the homeowner prior to the expiration of the three-day notice period shall cure a default under this subdivision. If the homeowner does not pay prior to the expiration of the three-day notice period, the homeowner shall remain liable for all payments due up until the time the tenancy is vacated.

(3) Payment by the legal owner, as defined in Section 18005.8 of the Health and Safety Code, any junior lienholder, as defined in Section 18005.3 of the Health and Safety Code, or the registered owner, as defined in Section 18009.5 of the Health and Safety Code, if other than the homeowner, on behalf of the homeowner prior to the expiration of 30 calendar days following the mailing of the notice to the legal owner, each junior lienholder, and the registered owner provided in subdivision (b) of Section 798.55, shall cure a default under this subdivision with respect to that payment.

(4) Cure of a default of rent, utility charges, or reasonable incidental service charges by the legal owner, any junior lienholder, or the registered owner, if other than the homeowner, as provided by this subdivision, may not be exercised more than twice during a 12-month period.

(5) If a homeowner has been given a three-day notice to pay the amount due or to vacate the tenancy on three or more occasions within the preceding 12-month period and each notice includes the provisions specified in paragraph (1), no written three-day notice shall be required in the case of a subsequent nonpayment of rent, utility charges, or reasonable incidental service charges.

In that event, the management shall give written notice to the homeowner in the manner prescribed by Section 1162 of the Code of Civil Procedure to remove the mobilehome from the park within a period of not less than 60 days, which period shall be specified in the notice. A copy of this notice shall be sent to the legal owner, each junior lienholder, and the registered owner of the mobilehome, if other than the

homeowner, as specified in subdivision (b) of Section 798.55, by certified or registered mail, return receipt requested, within 10 days after notice is sent to the homeowner.

(6) When a copy of the 60 days' notice described in paragraph (5) is sent to the legal owner, each junior lienholder, and the registered owner of the mobilehome, if other than the homeowner, the default may be cured by any of them on behalf of the homeowner prior to the expiration of 30 calendar days following the mailing of the notice, if all of the following conditions exist:

(A) A copy of a three-day notice sent pursuant to subdivision (b) of Section 798.55 to a homeowner for the nonpayment of rent, utility charges, or reasonable incidental service charges was not sent to the legal owner, junior lienholder, or registered owner, of the mobilehome, if other than the homeowner, during the preceding 12-month period.

(B) The legal owner, junior lienholder, or registered owner of the mobilehome, if other than the homeowner, has not previously cured a default of the homeowner during the preceding 12-month period.

(C) The legal owner, junior lienholder, or registered owner, if other than the homeowner, is not a financial institution or mobilehome dealer.

If the default is cured by the legal owner, junior lienholder, or registered owner within the 30-day period, the notice to remove the mobilehome from the park described in paragraph (5) shall be rescinded.

(f) Condemnation of the park.

(g) Change of use of the park or any portion thereof, provided:

(1) The management gives the homeowners at least 60 days' written notice that the management will be appearing before a local governmental board, commission, or body to request permits for a change of use of the mobilehome park.

(2) (A) After all required permits requesting a change of use have been approved by the local governmental board, commission, or body, the management shall give the homeowners six months' or more written notice of termination of tenancy.

(B) If the change of use requires no local governmental permits, then notice shall be given 12 months or more prior to the management's determination that a change of use will occur. The management in the notice shall disclose and describe in detail the nature of the change of use.

(3) The management gives each proposed homeowner written notice thereof prior to the inception of the proposed homeowner's tenancy that the management is requesting a

change of use before local governmental bodies or that a change of use request has been granted.

(4) The notice requirements for termination of tenancy set forth in Sections 798.56 and 798.57 shall be followed if the proposed change actually occurs.

(5) A notice of a proposed change of use given prior to January 1, 1980, that conforms to the requirements in effect at that time shall be valid. The requirements for a notice of a proposed change of use imposed by this subdivision shall be governed by the law in effect at the time the notice was given.

(h) The report required pursuant to subdivisions (b) and (i) of Section 65863.7 of the Government Code shall be given to the homeowners or residents at the same time that notice is required pursuant to subdivision (g) of this section.

(i) A tenancy shall not be terminated pursuant to subdivision (e) or (g), and a notice of termination based thereon shall not be issued pursuant to Section 798.55 unless the park has a valid permit to operate issued by the enforcement agency pursuant to Chapter 4 (commencing with Section 18500) of Part 2.1 of Division 13 of the Health and Safety Code.

(j) For purposes of this section, "financial institution" means a state or national bank, state or federal savings and loan association or credit union, or similar organization, and mobilehome dealer as defined in Section 18002.6 of the Health and Safety Code or any other organization that, as part of its usual course of business, originates, owns, or provides loan servicing for loans secured by a mobilehome.

(k) This section shall become operative on January 20, 2029.

SEC. 3. 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 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.

An unlawful detainer action under this paragraph shall be subject to the Social Security Tenant Protection Act of 2025 (Chapter 6 (commencing with Section 1179.20)) if the default in the payment of rent is based upon covered rental debt, as defined in Section 1179.21.

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.

An unlawful detainer action under this paragraph shall be subject to the Social Security Tenant Protection Act of 2025 (Chapter 6 (commencing with Section 1179.20)) if the neglect or failure to perform other conditions or covenants of the lease or agreement is based upon covered rental debt, as defined in Section 1179.21.

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 remain in effect until January 20, 2029, and as of that date is repealed.

SEC. 4. Section 1161 is added to the Code of Civil Procedure, 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 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.

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 January 20, 2029.

SEC. 5. Chapter 6 (commencing with Section 1179.20) is added to Title 3 of Part 3 of the Code of Civil Procedure, to read:

CHAPTER 6. Social Security Tenant Protection Act of 2025

1179.20. This chapter is known, and may be cited, as the Social Security Tenant Protection Act of 2025.

1179.21. (a) "Covered rental debt" means unpaid rent or any other unpaid financial obligation of a tenant under the tenancy that came due during a declared social security benefit payment interruption.

(b) "Declaration of social security-related financial distress" means the following written statement:

I am currently unable to pay my rent or other financial obligations under the lease in full because of the loss of income caused by an interruption in the payment of social security benefits.

Any income that my household has received since the start of the social security benefits interruption does not fully make up for the loss of income from the interruption in the payment of my household's social security benefits.

Signed under penalty of perjury:

Dated:

(c) "Declared social security benefit payment interruption" means the period beginning on the date the Joint Legislative Budget Committee receives notice from the Department of Justice that it filed an action against the federal government to restore social security benefit payments pursuant to subdivision (a) of Section 1179.22 and ending on the earlier of the following:

(1) The date that the Joint Legislative Budget Committee receives a determination from the Department of Justice pursuant to subdivision (b) of Section 1179.22 that social security benefit payments have been restored.

(2) The date that is six months after the commencement of the declared social security benefit payment interruption.

(d) "Department" means the Department of Justice.

(e) "Landlord" includes all of the following or the agent of any of the following:

(1) An owner of residential real property.

(2) An owner of a residential rental unit.

(3) An owner of a mobilehome park.

(4) An owner of a mobilehome park space or lot.

(f) "Rental payment" means rent or any other financial obligation of a tenant under the tenancy.

(g) "Social security benefit payment interruption" means any disruption in the administration or disbursement of social security benefit payments that results in a delay of three or more calendar days beyond the scheduled payment disbursement date.

(h) "Social security benefit payments" means any benefit payments administered by the Social Security Administration.

(i) "Social security-related financial distress" means loss of income caused by a social security benefits interruption.

(j) "Tenant" means any natural person who hires real property except any of the following:

(1) Tenants of commercial property, as defined in subdivision (c) of Section 1162 of the Civil Code.

(2) Those persons whose occupancy is described in subdivision (b) of Section 1940 of the Civil Code.

1179.22. (a) If the department determines there is a social security benefit payment interruption and files an action against the federal government to restore social security benefit payments, it shall, within five court days, deliver notice that filing to the Joint Legislative Budget Committee, other relevant fiscal and policy committees of the Legislature, and to the Judicial Council. The Judicial Council shall inform the courts of the department's filing and that a declared social security benefit payment interruption is in effect within five court days of receiving notice from the department.

(b) If, during a social security benefit payment interruption, the department determines that social security benefit payments have been restored, it shall deliver notice of this determination to the Joint Legislative Budget Committee, other relevant fiscal and policy committees of the Legislature, and to the Judicial Council.

1179.23. (a) Notwithstanding any other law, during a declared social security benefit payment interruption a court shall not issue a summons on a complaint for unlawful detainer in any action that seeks possession of residential real property and that is based, in whole or in part, on nonpayment of rent or other charges, if the defendant experiences a loss of income due to the social security benefit payment interruption.

(b) (1) A plaintiff in an unlawful detainer action during a declared social security benefit payment interruption shall file a cover sheet in the form specified in paragraph (2) that indicates all of the following:

(A) Whether the action seeks possession of residential real property.

(B) If the action seeks possession of residential real property, whether the action is based, in whole or part, on an alleged default in payment of rent or other charges.

(C) If the action is based, in whole or part, on an alleged default in payment of rent or other charges, whether the defendant's household is experiencing a loss of income due to a social security benefit payment interruption.

(2) The cover sheet specified in paragraph (1) shall be in the following form:

"UNLAWFUL DETAINER SUPPLEMENTAL COVER SHEET

1. This action seeks possession of real property that is:

a. ☐ Residential

b. ☐ Commercial

2. (Complete only if paragraph 1(a) is checked) This action is based, in whole or in part, on an alleged default in payment of rent or other charges.

a. ☐ Yes

b. ☐ No

3. (Complete only if paragraph 2(a) is checked) A defendant in this action is experiencing a loss of income due to a social security benefit payment interruption.

a. ☐ Yes

b. ☐ No

Date: _____

Type Or Print Name Signature Of Party Or Attorney For Party"

(3) The cover sheet required by this subdivision shall be in addition to any civil case cover sheet or other form required by law, the California Rules of Court, or a local court rule.

(4) The Judicial Council shall develop a form for mandatory use that includes the information in paragraph (2).

(c) This section does not prevent a court from issuing a summons or entering default in any of the following:

(1) An unlawful detainer action that seeks possession of residential real property and that is not based, in whole or in part, on nonpayment of rent or other charges.

(2) An unlawful detainer action that seeks possession of residential real property and that is based, in whole or in part, on nonpayment of rent or other charges, but the defendant household in the action does not receive social security benefit payments.

(3) An unlawful detainer action that had a summons on a complaint issued before the commencement of the declared social security benefit payment interruption.

1179.24. (a) (1) Any notice that demands payment of covered rental debt served pursuant to subdivision (e) of Section 798.56 of the Civil Code or paragraph (2) or (3) of Section 1161 shall be modified pursuant to this section. A notice that demands payment of covered rental debt that fails to meet the requirements of this section shall not be sufficient to establish a cause of action for unlawful detainer or a basis for default judgment.

(2) Any case based solely on a notice that demands payment of covered rental debt served pursuant to subdivision (e) of Section 798.56 of the Civil Code or paragraph (2) or (3) of Section 1161 may be dismissed if the notice was issued during a declared social security benefit payment interruption and does not meet the requirements of this section.

(b) If the notice demands payment of covered rental debt the notice shall comply with all of the following:

(1) The time period in which the tenant may pay the amount due or deliver possession of the property shall be no shorter than 14 days, excluding Saturdays, Sundays, and other judicial holidays.

(2) The notice shall set forth the amount of rent demanded and the date each amount became due.

(3) The notice shall advise the tenant that the tenant cannot be evicted for failure to comply with the notice if the tenant delivers a signed declaration of social security-related financial distress and documentation that they rely upon their social security benefit payments to the landlord on or before the date that the notice to pay rent or quit or notice to perform covenants or quit expires, by any of the methods specified in subdivision (d).

(4) The notice shall include the following text in at least 12-point font:

“NOTICE FROM THE STATE OF CALIFORNIA: If you are unable to pay the amount demanded in this notice, and have decreased household income due to a social security benefit payment interruption, your landlord will not be able to evict you for this missed payment if you or an authorized representative sign and deliver the declaration form included with your notice and documentation that they rely on upon social security benefit payments for at least 25 percent of their income to your landlord within 14 days, excluding Saturdays, Sundays, and other judicial holidays, but you will still owe this money to your landlord. If you do not sign and deliver the declaration within this time period, you may lose the eviction protections available to you. You must return this form to be protected. You should keep a copy or picture of the signed form for your records.

You will still owe this money to your landlord and can be sued for the money, but you cannot be evicted from your home if you comply with these requirements until social security benefit payments are restored. You should keep careful track of what you have paid and any amount you still owe to protect your rights and avoid future disputes. Failure to respond to this notice may result in an unlawful detainer action (eviction) being filed against you.

For information about legal resources that may be available to you, visit lawhelpca.org."

(c) An unsigned copy of a declaration of social security-related financial distress shall accompany each notice delivered to a tenant to which subdivision (b) applies. If the landlord was required, pursuant to Section 1632 of the Civil Code, to provide a translation of the rental contract or agreement in the language in which the contract or agreement was negotiated, the landlord shall also provide the unsigned copy of a declaration of social security-related financial distress to the tenant in the language in which the contract or agreement was negotiated. The Department of Housing and Community Development shall make available an official translation of the text required by paragraph (4) of subdivision (b) in the languages specified in Section 1632 of the Civil Code by no later than January 15, 2026.

(d) A tenant may deliver the declaration of social security-related financial distress to the landlord by any of the following methods:

(1) In person, if the landlord indicates in the notice an address at which the declaration may be delivered in person.

(2) By electronic transmission, if the landlord indicates an email address in the notice to which the declaration may be delivered.

(3) Through United States mail to the address indicated by the landlord in the notice. If the landlord does not provide an address pursuant to paragraph (1), then it shall be conclusively presumed that upon the mailing of the declaration by the tenant to the address provided by the landlord, the declaration is deemed received by the landlord on the date posted, if the tenant can show proof of mailing to the address provided by the landlord.

(4) Through any of the same methods that the tenant can use to deliver the payment pursuant to the notice if delivery of the declaration by that method is possible.

(e) A tenant who, within 14 days of service of the notice specified in subdivision (b), excluding Saturdays, Sundays, and other judicial holidays, demanding payment of covered rental debt delivers a declaration of social security-related financial distress *and documentation that they rely on upon social security benefit payments for at least 25*

percent of their income to the landlord by any of the methods provided in subdivision (d) shall not then or thereafter be deemed to be in default with regard to that covered rental debt for purposes of subdivision (e) of Section 798.56 of the Civil Code or paragraphs (2) and (3) of Section 1161.

(f) (1) (A) Within the time prescribed in Section 1167, a tenant shall be permitted to file a signed declaration of social security-related financial distress with the court.

(B) If the tenant files a signed declaration of social security-related financial distress and documentation that they rely on upon social security benefit payments for at least 25 percent of their income with the court pursuant to this subdivision, the court shall dismiss the case, pursuant to paragraph (2), if the court finds, after a noticed hearing on the matter, that the tenant's failure to return a declaration of social security-related financial distress within the time required by subdivision (e) was the result of mistake, inadvertence, surprise, or excusable neglect, as those terms have been interpreted under subdivision (b) of Section 473.

(C) The noticed hearing required by this paragraph shall be held with not less than 5 days' notice and not more than 10 days' notice, to be given by the court, and may be held separately or in conjunction with any regularly noticed hearing in the case, other than a trial.

(2) If the court dismisses the case pursuant to paragraph (1), that dismissal shall be without prejudice.

(3) If the court dismisses the case pursuant to this subdivision, the tenant shall not be considered the prevailing party for purposes of Section 1032, any attorney's fee provision appearing in contract or statute, or any other law.

1179.25. (a) A court may not find a tenant guilty of an unlawful detainer action filed during a declared social security benefit payment interruption unless it finds that one of the following applies:

(1) The tenant was guilty of the unlawful detainer before the commencement of the declared social security benefit payment interruption.

(2) In response to service of a notice demanding payment of covered rental debt pursuant to subdivision (e) of Section 798.56 of the Civil Code or paragraph (2) or (3) of Section 1161, the tenant failed to comply with the requirements of Section 1179.24.

(b) (1) This section does not require a landlord to assist the tenant to relocate through the payment of relocation costs if the landlord would not otherwise be required to do so pursuant to Section 1946.2 of the Civil Code or any other law.

(2) A landlord who is required to assist the tenant to relocate pursuant to Section 1946.2 of the Civil Code or any other law, may offset the tenant's covered rental debt against their obligation to assist the tenant to relocate.

1179.26. Notwithstanding Sections 1470, 1947, and 1950 of the Civil Code, or any other law, for the duration of any tenancy that existed during the declared social security benefit payment interruption, the landlord shall not do either of the following:

(a) Apply a security deposit to satisfy covered rental debt, unless the tenant has agreed, in writing, to allow the deposit to be so applied. This subdivision does not prohibit a landlord from applying a security deposit to satisfy covered rental debt after the tenancy ends, in accordance with Section 1950.5 of the Civil Code.

(b) Apply a monthly rental payment to any covered rental debt other than the prospective month's rent, unless the tenant has agreed, in writing, to allow the payment to be so applied.

1179.27. Any provision of a stipulation, settlement agreement, or other agreement entered into on or after the effective date of this chapter, including a lease agreement, that purports to waive the provisions of this chapter is prohibited and is void as contrary to public policy.

1179.28. This chapter shall remain in effect until January 20, 2029, and as of that date is repealed.

SEC. 6. 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.