

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

SB 1243 (Durazo)
Version: April 8, 2026
Hearing Date: April 14, 2026
Fiscal: Yes
Urgency: No
ID

SUBJECT

Unlawful detainer: Tenant Protections for Immigrant Families Act of 2026

DIGEST

This bill provides a tenant with a defense against eviction for nonpayment of rent when the tenant's income has been impacted by immigration enforcement activities, as specified.

EXECUTIVE SUMMARY

Immigration enforcement and deportation, or immigration detention of a family member, presents a serious stressor for many tenants in California. Recent increased immigration enforcement and large immigration sweeps of entire cities by Immigration and Customs Enforcement (ICE) have heightened this risk, and resulted in record numbers of arrests and detentions by ICE. Many individuals in immigration detention are often detained for many months, resulting in significant emotional and financial hardship for them and their families. In light of these developments and the severe negative impact recent immigration sweeps and raids have had on California communities, SB 1243 proposes to provide tenants whose income is impacted by immigration enforcement activities protection from eviction for nonpayment of rent when those tenants provide a declaration and documentation of detention-related hardship, as specified. This protection would last for 180 days after the end of the immigration enforcement activities, and would require a court in a pending unlawful detainer case to stay the proceedings for specified periods. SB 1243 also provides various protections for tenants from retaliation and late fees for detention-related rental debt, and prohibits the selling of detention-related debt.

SB 1243 is sponsored by Asian Americans Advancing Justice Southern California, Asian Americans and Pacific Islanders for Civic Empowerment, the Coalition for Humane Immigrant Rights, and Western Center on Law & Poverty, and is supported by a large

number of immigrant and tenants rights groups. The Committee has received no timely letters of opposition.

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 an 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 as 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) Limits access to unlawful detainer case records, including the case file, index, and register of actions, except in certain circumstances or where the plaintiff prevails, as specified. (Code Civ. Proc. § 1161.2.)

- 12) Prohibits a landlord from charging or collecting from a tenant fees assessed for the late payment of COVID-19 rental debt, increasing fees charged to the tenant, or charging the tenant fees for services previously provided by the landlord without charge when the tenant has COVID-19 rental debt, as defined, and has submitted a declaration of COVID-19-related financial distress. (Civ. Code § 1942.9.)
- 13) Prohibits a housing provider, tenant screening company, or another entity that evaluates tenants on behalf of a housing provider from using an alleged COVID-19 rental debt, as defined, as a negative factor for the purpose of evaluating a prospective housing application, or as the basis for refusing to rent a dwelling to an otherwise qualified prospective tenant. (Civ. Code § 1785.20.4.)

This bill:

- 1) Amends the provisions related to COVID-19 rental debt described in 12), above, to relate instead to debt as a result of a detention-related hardship, as defined, and repeals these provisions on January 1, 2030.
- 2) Amends the provisions related to COVID-19 rental debt described in 13), above, to relate instead to debt as a result of a detention-related hardship, as defined, and repeals these provisions on January 1, 2030.
- 3) Enacts the Tenant Protections for Immigrant Families Act of 2026 to prohibit an owner of residential rental property, for a period of 180 days after the conclusion of immigration enforcement activities, from continuing or initiating an unlawful detainer action to evict a tenant for nonpayment of rent when the tenant's income, ability to obtain income, or financial support, is impacted by immigration enforcement activities.
- 4) In order for the prohibition in 3) to apply, requires a covered tenant to provide the owner with a specified declaration of detention-related hardship, signed under penalty of perjury, within 15 court days from when the owner issued the three-day notice to pay or quit.
- 5) Requires the court to stay any pending unlawful detainer action when the tenant's ability to pay is affected by detention-related hardships when the following occur:
 - a) The tenant provides the declaration of detention-related hardship within the 15-day time period described in 4); and
 - b) The tenant provides the court with either: documentation from a third party, based on information received by the third party, that the covered tenant or household member suffered a detention-related hardship that prevented the tenant from paying the unpaid rent; or any other form of

documentation that reasonably verifies that the detention-related hardship prevented the tenant from paying the unpaid rent.

- 6) Specifies that, if the tenant provides the information required by 5), above, the court must stay the unlawful detainer action until the earlier of: 180 days after the tenant or household member's detention-related hardship ends; or 180 days after the 180-day period after the conclusion of the immigration enforcement activities.
- 7) Permits a covered tenant to assert detention-related hardship as an affirmative defense in any unlawful detainer proceeding for nonpayment of rent.
- 8) Prohibits an owner from charging or collecting any late fees, interest, or other penalties related to the nonpayment of rent by a tenant whose income or financial support is impacted by immigration enforcement activities for 180 days after the conclusion of the immigration enforcement activities.
- 9) Specifies that these provisions do not relieve a tenant of their obligation to pay rent, but may prevent the court from issuing a judgement of possession or a writ of execution in favor of the owner in an unlawful detainer action.
- 10) Prohibits an owner, notwithstanding any other law, from:
 - a) disclosing or threatening to disclose the tenant's immigration status to any person or entity for the purpose of harassing, intimidating, or retaliating against the tenant pursuant to current landlord-tenant provisions;
 - b) threatening to disclose a tenant's immigration status to influence a tenant or tenant's household to vacate a dwelling; or
 - c) asking about a tenant's or a household member's citizenship or immigration status.
- 11) Requires each unlawful detainer action covered by these provisions to remain sealed and masked pursuant to the existing masking provisions described in 11), above.
- 12) States that any waiver of the rights under these provisions is void as contrary to public policy.
- 13) Specifies that an owner's failure to comply with the above described provisions shall render void any written termination of the lease.
- 14) Makes an owner who attempts to recover possession of a residential unit in violation of these provisions liable to the tenant for actual damages, reasonable attorney's fees and costs, and, upon a showing that the owner has acted willfully or with oppression, fraud, or malice, up to three times the actual damages. Permits the court to also award punitive damages for the benefit of the tenant.

- 15) Permits the Attorney General, in the name of the people of the State of California, and the city attorney or county counsel in the jurisdiction in which the rental unit is located, in the name of the city or county, to seek injunctive relief for violations of these provisions.
- 16) Specifies that its provisions do not enlarge or diminish any ability of a local government to impose or enforce any local laws or requirements upon an owner that provide greater protection to a tenant.
- 17) Requires that a landlord provide a tenant, alongside the required three-day notice to pay or quit for nonpayment of rent, a notice that advises the tenant that they cannot be evicted for failure to comply with the notice if they deliver a signed declaration of detention-related hardship within 15 days, and requires that this notice contain specified language.
- 18) Requires the Judicial Council to review its forms that may be used by a party to assert the affirmative defense provided by this bill in an unlawful detainer by January 1, 2027, and to make any changes to those forms deemed necessary to conform them to the bill's provisions. Requires Judicial Council to create forms for the provision of the notice described in 17), above, by January 1, 2027.
- 19) Specifies that a declaration of detention-related hardship may be delivered to the landlord: in person, if the landlord indicates an address at which rent may be delivered in person; by electronic transmission, if the landlord indicates an email address to which the declaration may be delivered or the landlord and tenant negotiated the tenancy by email or signed the rental agreement electronically; or through U.S. mail to the address indicated by the landlord, as specified. Specifies that, if the landlord does not provide an address as specified, it shall be conclusively presumed that, upon mailing of the declaration by the tenant to the address provided by the landlord, that the declaration is received on the date posted, if the tenant can show proof of mailing.
- 20) Prohibits, notwithstanding any other law, a person from selling or assigning any unpaid debt as a result of detention-related hardship.
- 21) Defines, for the purposes of its provisions:
 - a) "covered tenant" to mean a person who lives in California and whose income, ability to obtain income, or financial support, is impacted by immigration enforcement activities;
 - b) "covered time period" to mean 180 days after the conclusion of immigration enforcement activities that caused the detention-related hardship;
 - c) "detention-related hardship" to mean any of the following:

- i. the loss of income or financial support by the tenant or household member due to immigration enforcement activities;
 - ii. the loss of income or increased costs or out-of-pocket expenses due to effects sustained by the tenant or household member from immigration enforcement activities;
 - iii. the loss of income due to reduced hours or closure of the workplace in which the tenant or household member works, including loss of self-employment income, in direct response to immigration enforcement activities, including increased presence or raids conducted by immigration enforcement authorities;
 - iv. increased costs or out-of-pocket expenses for childcare to care for children whose parents or guardians have been transferred to a detention facility or barred from reentry into the United States;
 - v. increased costs or out-of-pocket expenses for attending to a family member who was injured as a result of immigration enforcement activities; or
 - vi. other circumstances related to immigration enforcement activities that have reduced a tenant's income or increased their expenses.
- d) "immigration enforcement activities" to mean all of the following:
- i. any efforts to investigate, enforce, or assist in the investigation or enforcement of any federal immigration law, including any federal criminal immigration law that penalizes a person's presence in, entry or reentry to, or employment in, the United States;
 - ii. the detention, arrest, or removal of any person by any federal law enforcement agency, regardless of the individual's immigration status or United States citizenship status, during an immigration enforcement action; and
 - iii. the increased presence of raids conducted by immigration enforcement authorities.
- e) "residential real property" to mean any dwelling or unit that is intended for human habitation, including any dwelling or unit in a mobilehome park.

22) Repeals the above-described provisions by January 1, 2030.

COMMENTS

1. Author's statement

According to the author:

I am proud to author Senate Bill 1243, which creates an affirmative defense and a temporary stay on unlawful detainer actions for tenants and families who have been impacted by detention-related hardships, including the detainment of a

loved one. My bill provides protections for immigrant families to keep them in their homes when many households are struggling to manage the sudden loss of income and increased financial expenses, including costly legal fees, as a consequence of detention hardships. With such high uncertainty and fear, we must support immigrant families from slipping further into crisis and experiencing housing instability.

Many Californians already experience economic challenges paying their rent, with nearly two-thirds of undocumented workers qualifying as “rent-burdened”. With ICE-related hardships, the challenges for immigrant tenant households are further intensified. One in seven households received an eviction notice for nonpayment of rent and about 95% of immigrant renters are experiencing rent burden following the raids. On average, immigrant tenants have reported spending 91% of their income on rent since the increase of immigration abductions.

Meanwhile, immigrant Californians contribute significantly to our economy and our communities. To illustrate, undocumented Californians pay \$8.5 billion annually in state and local taxes. In Los Angeles County, which produces nearly 30% of California’s total GDP, undocumented workers generate \$253.9 billion in total economic output, which supports 1 million jobs.

Given the substantial economic role of immigrant workers, destabilizing households also destabilizes local economies. In Los Angeles County (home to more than 244,000 businesses), a report of workforce impacts showed that 33% of employees were afraid to come to work and businesses reported 28% reduced productivity due to worker anxiety. 27% of businesses had difficulty finding replacement workers. 82% of surveyed businesses reported negative impacts from federal immigration enforcement. 52% experienced reduced daily sales or revenue. This underscores the significant economic consequences of increased immigration operations on working communities.

No family should face eviction while also coping with the stress and fear of federal policies aimed at terrorizing families. By pausing eviction proceedings, SB 1243 gives immigrant families some stability and the opportunity to get back on their feet during an already traumatic time.

2. The Trump Administration has increased immigration enforcement and detention to unprecedented degrees

California is home to about 10.6 million immigrants, accounting for 22% of the foreign-born population nationwide.¹ In 2023, 27% of the state's population was foreign born, the highest of any state. Moreover, one in five California children live in a mixed-status household where at least one member is not a U.S. Citizen.² Many noncitizens and mixed-status households are among the 17 million renters in California.

Since the start of its second term, the Trump Administration has expanded immigration enforcement and immigration detention to an unprecedented scale. In early 2025, it announced an arrest quota of 3,000 arrests a day.³ To fund this effort, the "big beautiful bill," the budget reconciliation bill signed into law by President Trump in July 2025, included a whopping 170 billion dollars for immigration detention and enforcement, including 85 billion dollars for ICE.⁴ That windfall represents an eight-fold increase in ICE's budget from previous years. As part of this increase in immigration enforcement, ICE has conducted immigration enforcement sweeps and raids of entire communities and cities across California and the United States, often detaining and arresting individuals through "at large" arrests on the street, and often through blatant racial profiling.⁵ As a result, there was a four-fold increase in arrests by ICE in 2025, including a record 14,000 arrests in Los Angeles alone.⁶

The Trump Administration has also substantially increased immigration detention. It has increased the government's immigration detention capacity through building temporary or informal detention centers like the infamous "Alligator Alcatraz" and converting warehouses into holding facilities, and through instituting policies requiring the vast majority of individuals who come into contact with the immigration system to be detained. It has asserted the power to detain virtually all immigrants indefinitely without review, despite the majority of courts repeatedly rejecting this assertion of

¹ Marisol Cuellar Mejia et al., Fact Sheet: Immigrants in California, Public Policy Institute of California (Jan. 2025), available at <https://www.ppic.org/publication/immigrants-in-california/>.

² Migrant Policy Institute, "Profile of the unauthorized population: California" (accessed Apr. 13, 2025), <https://www.migrationpolicy.org/data/unauthorized-immigrant-population/state/CA#>; Office of Digital Services, "Immigration and California families," Ca.gov (accessed Apr. 13, 2025), <https://www.ca.gov/immigration/>.

³ José Olivares, "Trump Administration sets quota to arrest 3,000 people a day in anti-immigration agenda," The Guardian (May 29, 2025), <https://www.theguardian.com/us-news/2025/may/29/trump-ice-arrest-quota>.

⁴ Bill Chappel, "How ICE grew to be the highest-funded U.S. law enforcement agency," NPR (Jan. 21, 2026) <https://www.npr.org/2026/01/21/nx-s1-5674887/ice-budget-funding-congress-trump>.

⁵ Wendy Fry, "Trump's immigration crackdown upended life in California. It continues as the new year begins," Cal Matters (Dec. 29, 2025) <https://calmatters.org/justice/2025/12/immigration-2025-year-in-review/>.

authority.⁷ This has meant an increasing number of individuals being detained for immigration enforcement, and for longer periods of time. As of February 2026, 68,289 individuals were in immigration detention, a 65 percent increase from February of last year.⁸ In California, there are 6,459 individuals currently being detained in immigration detention facilities.⁹ Many of those detained are in detention for several months or more while awaiting their immigration case to be processed. Immigration detention can be devastating for the individual detained as well as for their family, as it separates families and can cause financial strain on families reliant on the detained individual's work to support the family and cover the household's expenses.

3. Landlord-tenant law and the eviction process

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, or commits a nuisance or crime 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 must 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 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 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 the landlord's to be able to promptly re-gain 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

⁷ Kyle Cheney, "Our running list of judges who have ruled on ICE's mass detention policy," Politico (Feb. 18, 2026) https://www.politico.com/news/2026/02/18/trump-judges-immigration-detention-00784614?sp_pass_consent=true.

⁸ TRAC Immigration, "ICE Detainees," TRAC Reports (accessed Mar. 30, 2026) https://tracreports.org/immigration/detentionstats/pop_agen_table.html.

⁹ *Id.*

cases are often indeed very quick proceedings: 60% of unlawful detainers are resolved within 30 days.¹⁰

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 this request 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.¹¹ 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.

4. SB 1243 would provide protections from eviction for individuals affected by immigration enforcement

The author proposes to provide tenants in California with protections from eviction for nonpayment of rent when the reason they cannot pay their rent is due to the consequences of immigration enforcement activities. Specifically, it would prohibit a landlord from pursuing an eviction case against a tenant within 180 days of immigration enforcement activity when the tenant's income or financial support is impacted by the immigration enforcement activity and the tenant has provided the

¹⁰ Aimee Inglis and Dean Preston, *California Evictions Are Fast, Frequent, and Underreported*, Tenants Together (May 2018), available at <https://www.tenantsaltogether.org/tt-report-california-evictions-are-fast-frequent-and-underreported>.

¹¹ Inglis, *supra* note 5, p. 2.

landlord with a declaration of detention-related hardship within 15 days of a notice to pay or quit. If an eviction case is already pending, SB 1243 would require the court to stay the case when the tenant provides this declaration and documentation of the hardship, and would require that stay be for the earlier of either: 180 days after the detention-related hardship ends, or 180 days after the 180-day period from the conclusion of the immigration enforcement activity. Additionally, SB 1243 makes a detention-related hardship an affirmative defense for a tenant in any unlawful detainer proceeding for nonpayment of rent.

For its purposes, SB 1243 defines “detention-related hardship” to mean a variety of harms a tenant could suffer as a result of immigration enforcement. It includes: the loss of income or financial support or increased costs or out-of-pocket expenses due to the immigration enforcement activities; a loss of income due to reduced hours or closure of a workplace in which the tenant or a household member works in direct response to the immigration enforcement activities; increased costs for childcare for children whose parents or guardians have been detained or deported; increased costs for attending to a family member who was injured as a result of immigration enforcement activities; and any other circumstances related to immigration enforcement that reduced the tenant’s income or increased their expenses. This definition is expansive in order to encompass all of the harms and consequences that tenants and their families can experience when a family member is detained or when immigration officers injure someone in the course of the officers’ immigration enforcement actions.

To enforce SB 1243, the bill provides a tenant a civil cause of action for actual damages and reasonable attorneys’ fees and costs when a landlord tries to evict the tenant in violation of the bill’s provisions. If the landlord acted willfully or with oppression, fraud, or malice, the tenant would be able to obtain treble damages, and the court would be permitted to award punitive damages as well. The Attorney General, a city attorney, or the county counsel also would be able to obtain injunctive relief against a landlord for violating the statute.

SB 1243 includes a number of protections for tenants trying to exercise their rights under its provisions. It prohibits a landlord from charging late fees, interest, or other penalties for any unpaid rent during the 180 days after the immigration enforcement activities, and it prohibits a variety of forms of retaliation or threats related to a tenant’s immigration status and their assertion of their rights under the bill’s provisions. It makes any waiver of a tenant’s rights under its provisions void as against public policy. It also requires a specified notice be provided to a tenant along with the required three-day pay-or-quit notice that outlines the tenant’s rights under the bill, and prohibits detention-related debt to be sold to a third party.

SB 1243 requires the Judicial Council, by January 1, 2027, to update its judicial forms and create any necessary new forms for the service of the specified notice to a tenant

and for asserting the affirmative defense that SB 1243 creates. Lastly, it repeals its provisions on January 1, 2030.

5. Amendments

The author has agreed to amendments that specify that a stay of an unlawful detainer action be for 90 days after the end of the detention-related hardship, and that narrow the bill and the scope of circumstances in which a tenant may assert an affirmative defense for a detention-related hardship. The amendments permit a landlord to request an evidentiary hearing regarding the tenant's detention-related hardship, at which the tenant must show by a preponderance of the evidence that they have a detention-related hardship. A full mock-up of these amendments is attached at the end of this analysis.

SUPPORT

Asian Americans Advancing Justice Southern California (co-sponsor)
Asian Americans and Pacific Islanders for Civic Empowerment (co-sponsor)
Coalition for Humane Immigrant Rights (CHIRLA) (co-sponsor)
Western Center on Law & Poverty (co-sponsor)
Access Reproductive Justice
Action Asian Pacific Environmental Network
Ahri Center, a Project of Tides Center
All Home
All of US or None (HQ)
Alliance for Community Empowerment
Asian Law Caucus
CA Healthy Nail Salon Collaborative
California Central Valley Journey for Justice
California Domestic Workers Coalition
California Environmental Justice Alliance (CEJA)
California Healthy Nail Salon Collaborative
California Partnership to End Domestic Violence
California Rural Legal Assistance Foundation (CRLA Foundation)
California Women's Law Center
Central Coast Alliance United for a Sustainable Economy
Centro Legal De La Raza
Child Care Law Center
Chinatown Community for Equitable Development (CCED)
Community Legal Services in East Palo Alto
Consumer Attorneys of California
Council of Mexican Federations in North America (Cofem)
Courage California

Disability Rights Education & Defense Fund (DREDF)
Empowering Pacific Islander Communities (EPIC) Fiscally Sponsored by Community
Partners

Esperanza Community Housing

Fair Housing Advocates of Northern California

Health in Partnership

Hmong Innovating Politics

Housing and Economic Rights Advocates (HERA)

Housing CA

Housing Now!

Inland Equity Community Land Trusts

Jakara Movement

Justice in Aging

Law Foundation of Silicon Valley

Leadership Council for Justice and Accountability

Legal Aid Association of California

Legal Aid Foundation of Los Angeles

Legal Aid of Sonoma County

Legal Aid Society of San Diego

Legal Services for Prisoners With Children

Legal Services of Northern California

National Housing Law Project

North Central Valley DSA

Orange County Asian and Pacific Islander Community Alliance, Inc. (OCAPICA)

Pico California

Power CA Action

Public Advocates

Public Counsel

Public Law Center

Rise Economy

South Asian Network

Southeast Asia Resource Action Center

Starting Over Inc.

Tenants Together

Thai Community Development Center

Ugnay Filipino

Viet Voices

Youth Leadership Institute

OPPOSITION

None received

RELATED LEGISLATION

Pending Legislation:

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.

SB 1155 (Smallwood-Cuevas, 2026) prohibits a landlord from evicting a tenant for nonpayment of rent or from charging or collecting late fees when the tenant is employed by the federal government, and their income is materially affected by a government shutdown, as specified. SB 1155 is pending before this Committee and is set to be heard the same day as this bill.

Prior Legislation:

AB 246 (Bryan, Ch. 337, Stats. 2025) created an affirmative defense against eviction for a tenant whose income was materially affected by an interruption in social security benefit payments, as specified.

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 1482 (Chiu, Ch. 597, Stats.) enacted the Tenant Protection Act of 2019 to, among other things, prohibit the eviction of a tenant who has resided in the unit for a year or more, except for just-cause, as defined.

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.

Mock-up of Proposed Amendments to 2025-2026 SB 1243 (Durazo)
(Amendments may be subject to technical changes required by Legislative Counsel)

SECTION 1. The Legislature finds and declares all of the following:

(a) California is home to more than 10 million immigrants, the nation's largest by population and proportion, including nearly 2 million undocumented residents, who enrich our communities, strengthen our economy, and contribute to the cultural and social fabric of the Golden State.

(b) United States Immigration and Customs Enforcement and the United States Department of Homeland Security (ICE) has targeted grocery stores, car washes, business vendors, construction sites, and garment factories in predominantly Latino communities.

(c) United States citizens, based on their skin color and appearance, have been unlawfully harassed, handcuffed, arrested, and deported.

(d) Californians have experienced and documented countless instances of federal agents targeting and harassing residents based on the color of their skin, regardless of immigration status.

(e) Since June 6, 2025, ICE, along with armed federal agents, has conducted military style immigration raids and arrests at work sites, homes, and public spaces, creating a climate of fear among immigrants dropping their children off at school, going to work, attending faith services, seeking medical or emergency services, or shopping for essential needs.

(f) Since June 6, 2025, over 33,000 individuals have been arrested in the indiscriminate raids at work sites, homes, and public spaces across California. Nationally, there are over ~~70,000~~ 131,000 individuals in detention, one of the highest numbers of detained individuals in our nation's history. As a result, many residents are unable to move freely due to the threat of harassment, violence, and abduction, forcing them to shelter-in-place and impacting their ability to work, access critical medical care, and provide for their families.

(g) In addition to the threat of violence and abduction, many families are also grappling with the fear of eviction due to an inability to safely go to work.

(h) California immigrants are more likely to be rent burdened than their native-born counterparts. Undocumented renters of multi-unit housing spend an additional seven hundred dollars (\$700) on housing per year because of their undocumented status.

(i) In 2023, 62 percent of undocumented renters in California were burdened by housing costs compared with 57 percent for all California immigrant renters. Thirty-one percent

of all immigrant renters and 34 percent of undocumented renters were severely rent burdened, paying more than 50 percent of their household income on rent.

(j) In addition to deportations, ICE raids drive “widespread income loss, housing insecurity, and the looming threat of mass displacement” for California’s immigrant renters.

(k) Los Angeles County immigrant renters’ average weekly earnings fell from seven hundred ninety-nine dollars and twenty-five cents (\$799.25) before the raids to three hundred four dollars and fifty-seven cents (\$304.57) afterward, a 62 percent drop. Since the raids, renters reported spending 91 percent of their income on rent, on average, putting them at dire risk of eviction.

SEC. 2. Section 1942.9 of the Civil Code is amended to read:

1942.9. (a) Notwithstanding any other law, a landlord shall not, with respect to a tenant who has rental debt as a result of detention-related hardship, as that term is defined in Section 1946.6 of the Civil Code, do either of the following:

(1) Charge a tenant, or attempt to collect from a tenant, fees assessed for the late payment of that rental debt.

(2) Increase fees charged to the tenant or charge the tenant fees for services previously provided by the landlord without charge.

(b) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 3. Section 1946.6 is added to the Civil Code, to read:

1946.6. (a) This section shall be known and may be cited as the Tenant Protections for Immigrant Families Act of 2026.

(b) For purposes of this section:

(1) “Covered tenant” means a person who lives in California and whose income, ability to obtain income, or financial support, is materially impacted by immigration enforcement activities.

(2) “Materially impacted” means a reduction in household income or a delay in pay resulting from a detention related hardship that renders the tenant unable to pay the full amount of rent due.

~~(2) “Covered time period” means 1890 days after the conclusion of immigration enforcement activities that caused the detention-related hardship.~~

(3) “Detention-related hardship” means any of the following:

(A) The loss of income or financial support by the tenant or household member due to ~~immigration enforcement activities~~ detention, arrest, or ordered removal of a tenant or any person by household member by any federal law enforcement agency.

~~(B) The loss of income or increased costs or out-of-pocket expenses due to effects sustained by the tenant or household member from immigration enforcement activities detention, arrest, or ordered removal of a tenant or household member any person by any federal law enforcement agency.~~

~~(C) The loss of income due to reduced hours or closure of the workplace in which the tenant or household member works, including loss of self-employment income, in direct response to immigration enforcement activities, including increased presence or raids conducted by immigration enforcement authorities.~~

~~(C D) Increased costs or out-of-pocket expenses for childcare to care for children whose parents or guardians have been transferred to a detention facility or barred from reentry into the United States.~~

~~(D E) Increased costs or out-of-pocket expenses for attending to a family member who was injured as a result of immigration enforcement activities.~~

~~(E F) Increased costs or out-of-pocket expenses related to any injury that a tenant incurred as a result of immigration enforcement activities.~~

~~(F) Other circumstances related to immigration enforcement activities that have reduced a tenant's income or increased a tenant's expenses.~~

~~(4) "Out-of-pocket expenses" includes any of the following, but is not limited to:~~

- ~~(A) Legal fees~~
- ~~(B) Medical and/or healthcare fees~~
- ~~(C) Childcare fees~~

~~(4) "Household member" means a member of the tenant's household who lives in the same residential unit as the tenant.~~

~~(6) "Immigration enforcement activities" includes all of the following:~~

~~(A) Any efforts to investigate, enforce, or assist in the investigation or enforcement of any federal immigration law, including any federal criminal immigration law that penalizes a person's presence in, entry or reentry to, or employment in, the United States.~~

~~(B) The detention, arrest, or removal of any person by any federal law enforcement agency, regardless of the individual's immigration status or United States citizenship status, whether naturalized or born in the United States, during an immigration enforcement action.~~

~~(C) The increased presence of raids conducted by immigration enforcement authorities.~~

(6) "Owner" includes any person, acting as principal or through an agent, having the right to offer residential real property for rent, including a predecessor in interest to the owner, and includes the owner or operator of a mobilehome park or their agent.

(7) "Residential real property" means any dwelling or unit that is intended for human habitation, including any dwelling or unit in a mobilehome park.

(c) Notwithstanding any other law,:

~~(1) An owner shall not initiate or continue an unlawful detainer action pursuant to Section 1161 of the Code of Civil Procedure to evict a covered tenant that complies with the requirements of subdivision (e) for nonpayment of rent for the duration of the covered period.~~

~~(1-2) If the conditions listed in subdivision (f) are satisfied in a pending unlawful detainer action against a covered tenant, the court shall stay the proceedings if the covered tenant's ability to pay rent is affected by detention-related hardships.~~

~~(3) An~~ *An owner shall not charge or collect any late fees, interest, or other penalties related to the nonpayment of rent by a covered tenant during the covered time period.*

(d) A covered tenant of residential real property may assert detention-related hardship as an affirmative defense in any unlawful detainer proceeding for nonpayment of rent pursuant to Section 1161 of the Code of Civil Procedure. *A tenant who asserts detention-related hardship as a defense shall provide any of the following to the court:*

(A) Documentation from a third party, based on information received by that third party, that the covered tenant or household member suffered a detention-related hardship that prevented the covered tenant from paying the unpaid rent alleged in the unlawful detainer action.

(B) Any other form of documentation that reasonably verifies that the detention-related hardship prevented the tenant from paying the unpaid rent alleged in the unlawful detainer action.

(C) A signed declaration of detention-related hardship, as specified below.

~~(e) (1) To qualify for the protections under paragraph (1) of subdivision (c), a covered tenant shall provide a signed declaration of detention-related hardship to the owner within 15 days, excluding Saturday, Sunday, and judicial holidays, from when the owner issued the 3-day notice to pay or quit.~~

(2) A declaration of detention-related hardship shall include the following statement:

"I am/The covered tenant is currently unable to pay my rent or other financial obligations under the lease in full because of one or more of the following:

(1) ~~The loss of income or financial support by the tenant or household member, or immediate family member due to the arrest, detention, or ordered removal of the tenant or household member by federal immigration enforcement authorities. including, but not limited to, removal proceedings, transfer to detention facilities, bar from reentry into the United States.~~

(2) ~~The loss of income or increased costs or out of pocket expenses due to injuries sustained by the tenant, or household member, or immediately family from detention, removal proceedings, transfer to detention facilities, or immigration enforcement activities. including increased presence or raids conducted by immigration enforcement authorities.~~

(3) ~~The loss of income due to reduced hours or closure of the workplace in which the tenant, or household member, or immediate family member works, including loss of self-employment income, in direct response to immigration enforcement activities. including increased presence or raids conducted by immigration enforcement authorities.~~

(4) ~~Increased costs or out of pocket expenses for childcare to care for children whose parents or guardians have been arrested, detained or ordered removed by federal immigration enforcement agencies.~~

(5) ~~Increased costs or out of pocket expenses for attending to a family member who was injured from during detention, removal proceedings, or immigration enforcement activities. including increased presence or raids conducted by immigration enforcement authorities.~~

(6) ~~Other circumstances related to the detention by the federal immigration enforcement authorities including, but not limited to, removal proceedings, transfer to detention facilities, bar from reentry into the United States that limit or have reduced a tenant's income or increased a tenant's expense.~~

Any public assistance, including unemployment insurance, unemployment assistance, state disability insurance (SDI), or paid family leave, that I have/the covered tenant has received since the start of the detention-related hardship does not fully make up for my loss of income and/or increased expenses.

Signed:_____

Name:_____

Dated:_____

If not the covered tenant, Relationship to Covered Tenant:_____”

(3) Any person who knowingly provides false information in the signed declaration of a detention-related hardship to the owner shall be subject to a civil fine in an amount up

to one thousand five hundred dollars (\$1,500), in addition to other remedies available to the owner.

~~(f) The court shall stay a unlawful detainer action pursuant to this section if the tenant satisfies all of the following:~~

~~(1) The tenant successfully provides the declaration of detention-related hardship described in subdivision (e) to the owner within the time period prescribed by subdivision (e).~~

~~(2) The tenant provides the court with either of the following:~~

~~(A) Documentation from a third party, based on information received by that third party, that the covered tenant or household member suffered a detention-related hardship that prevented the covered tenant from paying the unpaid rent alleged in the unlawful detainer action.~~

~~(B) Any other form of documentation that reasonably verifies that the detention-related hardship prevented the tenant from paying the unpaid rent alleged in the unlawful detainer action.~~

~~(e-g) (1) If the tenant provides the evidence required by subdivisions (d) (e) and (f), the court shall stay the unlawful detainer action until no sooner than the earlier of either of the following, whichever comes first: 90 180 days after the tenant or household member's detention-related hardship ends.~~

~~*(2) If a tenant has raised detention-related hardship as an affirmative defense, the landlord may request an evidentiary hearing regarding the tenant's detention-related hardship stay of the unlawful detainer action, at which the tenant must show by a preponderance of the evidence that they have a detention-related hardship.*~~

~~(2) 180 days after the covered time period.~~

~~(f h) This section does not relieve a covered tenant of the obligation to pay rent, but may prevent the court from issuing a judgment of possession or a writ of execution in favor of the owner in an unlawful detainer action.~~

~~*(1) Within 90 days after the end of the detention-related hardship, a tenant shall do one of the following:*~~

~~*(A) Pay all past due rent, or*~~

~~*(B) Enter into a mutually agreed upon payment plan with the owner of the residential real property.*~~

~~(i) Notwithstanding any other law, an owner shall not do any of the following:~~

(1) Disclose or threaten to disclose a tenant's immigration status to any person or entity for the purpose of harassing, intimidating, or retaliating against the tenant pursuant to Section 1940.3 of the Civil Code.

(2) Threaten to disclose a tenant's immigration status to influence a tenant or tenant's household to vacate a dwelling pursuant to Section 1940.2 of the Civil Code.

(3) Ask about a tenant's, or household member's, citizenship or immigration status.

(j) Each unlawful detainer action covered under this section shall remain sealed and masked pursuant to Section 1161.2 of the Code of Civil Procedure.

(k) (1) If an owner fails to comply with any provision of this section, any written termination of the lease shall be rendered as void.

(2) An owner who attempts to recover possession of a residential unit in violation of the section shall be liable to the tenant in a civil action for any and all of the following:

(A) Actual damages.

(B) Reasonable attorneys fees and costs.

(C) Upon a showing that the owner has acted willfully or with oppression, fraud, or malice, up to three times the actual damages. The court may also award punitive damages for the benefit of the tenant against the owner.

(l) The Attorney General, in the name of the people of the State of California, and the city attorney or county counsel in the jurisdiction in which the rental unit is located, in the name of the city or county, may seek injunctive relief based on violations of this section.

(m) Any waiver of the rights under this section shall be void as contrary to public policy.

(n) This section does not enlarge or diminish any ability of local government to impose or enforce any local laws or requirements upon an owner that provide greater protection to a tenant.

(o) The Judicial Council shall review its forms that may be used by a party to assert in the responsive pleading the grounds set forth in this section as an affirmative defense to an unlawful detainer action and, by **January 1, ~~2028~~2027**, make any changes to those forms that the Judicial Council deems necessary to conform them to this section.

(p) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 4. Section 1785.20.4 of the Civil Code is amended to read:

1785.20.4. (a) A housing provider, tenant screening company, or other entity that evaluates tenants on behalf of a housing provider shall not use an alleged debt as a result of detention-related hardship, as defined in Section 1946.6 of the Civil Code, as a negative factor for the purpose of evaluating a prospective housing application or as the basis for refusing to rent a dwelling unit to an otherwise qualified prospective tenant.

(b) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 5. Section 1161 of the Code of Civil Procedure 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.

~~(a) 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.~~

~~(b) A notice that demands payment of rent shall comply with the following:~~

~~(i) 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 detention-related hardship, as defined by Section 1946.6 of the Civil Code, to the landlord within 15 days, excluding Saturday, Sunday, and judicial holidays, from when the landlord issues the 3-day notice to pay or quit, by any of the methods specified in subdivision (c).~~

~~(ii) The notice described in clause (i) 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 income or increased expenses due to immigration detention-related hardships, your landlord will not be able to evict you for this missed payment if you sign and deliver the declaration form included with your notice to your landlord within 15 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 these 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. 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.”~~

~~(iii) The Judicial Council shall create forms to effectuate this subdivision by January 1, 2027.~~

~~(c) A declaration of detention-related hardship may be delivered to the landlord by any of the following methods:~~

~~(i) In person, if the landlord indicates in the notice, in the rental agreement, or in a notice of change of ownership or management under Section 1962 of the Civil Code, at an address at which rent may be delivered in person.~~

~~(ii) By electronic transmission, if the landlord indicates an email address in the notice to which the declaration may be delivered, or if the landlord and tenant negotiated the tenancy by email, if they signed the rental agreement electronically, or if a permissible email contact is indicated in a notice of change of ownership or management under Section 1962 of the Civil Code.~~

~~(iii) Through United States mail to the address indicated by the landlord in the notice, or in the rental agreement, or in a notice of change of ownership or management under Section 1962 of the Civil Code, for purposes of delivery rent. If the landlord does not provide an address pursuant to paragraph (2) of subdivision (a) of Section 1962 of the Civil Code, then it shall be conclusively presumed that upon the mailing of the declaration by the tenant to the address provided by the landlord that the declaration is received by the landlord on the date posted if the tenant can show proof of mailing to the address provided by the landlord.~~

~~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 remain in effect only until January 1, 2030, and as of that date is repealed.~~

SEC. 6. ~~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.~~

~~(a) 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 1, 2030.~~

SEC.5 7. Section 1788.65 is added to the Code of Civil Procedure, to read:

1788.65. (a) Notwithstanding any other law, a person shall not sell or assign any unpaid debt as a result of detention-related hardship, as defined in Section 1946.6 of the Civil Code.

(b) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.