

AMENDED IN ASSEMBLY JUNE 28, 2021

AMENDED IN ASSEMBLY MAY 24, 2021

AMENDED IN ASSEMBLY MAY 10, 2021

CALIFORNIA LEGISLATURE—2021–22 REGULAR SESSION

ASSEMBLY BILL

No. 832

**Introduced by Assembly Member ~~Bloom~~ Members Chiu, Bloom,
and Reyes and Senator Caballero**
(Principal coauthors: Senators Durazo and Wiener)

February 17, 2021

~~An act to add Section 34173.5 to the Health and Safety Code, relating to land use, and declaring the urgency thereof, to take effect immediately. An act to amend Sections 789.4, 1788.65, 1788.66, 1942.5, and 3273.1 of the Civil Code, to amend Sections 116.223, 871.10, 871.11, 871.12, 1161.2.5, 1179.02, 1179.03, 1179.03.5, 1179.04, 1179.05, and 1179.07 of, to amend and repeal Section 1161.2 of, and to add and repeal Chapter 6 (commencing with Section 1179.08) of Title 3 of Part 3 of, the Code of Civil Procedure, and to amend Sections 50897, 50897.1, 50897.2, 50897.3, and 50897.4 of, and to add Sections 50897.2.1 and 50897.3.1 to, the Health and Safety Code, relating to tenancy, and declaring the urgency thereof, to take effect immediately.~~

LEGISLATIVE COUNSEL'S DIGEST

AB 832, as amended, ~~Bloom Chiu. City of Los Angeles: transfer of former redevelopment agency land use plans and functions. COVID-19 relief: tenancy: federal rental assistance.~~

(1) Existing law prohibits a landlord from interrupting or terminating utility service furnished to a tenant with the intent to terminate the occupancy of the tenant and imposes specified penalties on a landlord

who violates that prohibition. Existing law, until July 1, 2021, imposes additional damages in an amount of at least \$1,000, but not more than \$2,500, on a landlord that violates that prohibition if the tenant has provided a declaration of COVID-19 financial distress, as specified.

This bill would extend the imposition of those additional damages until October 1, 2021.

(2) Existing law regulates the activities of a person or entity that has bought charged-off consumer debt, as defined, for collection purposes and the circumstances pursuant to which the person may bring suit. Existing law, until July 1, 2021, prohibits a person from selling or assigning unpaid COVID-19 rental debt, as defined, for the time period between March 1, 2020, and June 30, 2021. Existing law also prohibits a person from selling or assigning unpaid COVID-19 rental debt, as defined, for that same time period of any person who would have qualified for rental assistance funding, provided pursuant to specified federal law, if the person's household income is at or below 80% of the area median income for the 2020 calendar year.

This bill would extend the time period to which both prohibitions against selling or assigning unpaid COVID-19 rental debt apply to September 30, 2021, and would repeal only the general prohibition on October 1, 2021. The bill would extend the calculation of the median income to the 2021 calendar year.

(3) Existing law, until July 1, 2021, prohibits a landlord from bringing an action for unlawful detainer based on a cause of action other than nonpayment of COVID-19 rental debt, as defined, for the purpose of retaliating against the lessee because the lessee has COVID-19 rental debt.

This bill would extend this provision until October 1, 2021.

(4) Existing law, the COVID-19 Small Landlord and Homeowner Relief Act of 2020, among other things, requires that a mortgage servicer, as defined, that denies a forbearance request during the effective time period provide specified written notice to the borrower, as defined, that sets forth the specific reason or reasons that forbearance was not provided if certain conditions are met. The act defines the "effective time period" to mean the period between the operational date of the act and September 1, 2021.

This bill would extend the "effective time period" until December 1, 2021.

(5) Existing law, until July 1, 2025, provides that a small claims court has jurisdiction in any action for recovery of COVID-19 rental

debt, as defined, regardless of the amount demanded. Existing law prohibits the commencement of an action to recover COVID-19 rental debt brought under these provisions before August 1, 2021.

This bill would extend these provisions until October 1, 2025. The bill would also extend the above-described prohibition on commencing an action in small claims court to recover COVID-19 rental debt until November 1, 2021.

(6) Existing law, until July 1, 2027, requires a plaintiff, in an action seeking recovery of COVID-19 rental debt, to attach to the complaint documentation showing that the plaintiff has made a good faith effort to investigate whether governmental rental assistance is available to the tenant, seek governmental rental assistance for the tenant, or cooperate with the tenant's efforts to obtain rental assistance from any governmental entity or other third party, as specified. Existing law, until July 1, 2027, also authorizes the court to reduce the damages awarded for any amount of COVID-19 rental debt sought if the court determines that the landlord refused to obtain state rental assistance, as described below, if the tenant met the eligibility requirements and funding was available. Existing law creates an exception to that authorization within any jurisdiction that received a direct allocation of assistance from the Secretary of the Treasury pursuant to the federal Consolidated Appropriations Act, 2021 and did not accept a block grant pursuant to the rental assistance program described below, as specified. Existing law requires, subject to a certain exception, an action subject to that provision that was pending as of January 29, 2021, to be stayed until July 1, 2021.

This bill would repeal the exception to the damage reduction authorization described above, would instead require those actions to be stayed until November 1, 2021, and would extend these provisions until October 1, 2027.

Existing law, until July 1, 2025, prohibits a court from awarding attorney's fees that exceed specified amounts, which vary based on whether the matter is contested or uncontested, in any action to recover COVID-19 rental debt, as defined, brought as a limited or unlimited civil case under ordinary circumstances, determined as provided.

This bill would extend those provisions until October 1, 2025.

(7) Existing law, in certain actions involving the possession of real property, including unlawful detainer actions, authorizes the clerk to allow access to limited civil case records only to certain persons. Existing law authorizes the clerk to allow access to these records to

any person by order of the court, if judgment is entered for the plaintiff after trial more than 60 days after filing the complaint or 60 days after the complaint has been filed, if the plaintiff prevails in the action within 60 days of filing the complaint. Until July 1, 2021, these provisions allowing access to court records to any person do not apply if the plaintiff filed the action between March 4, 2020, and June 30, 2021, and the action is based on the alleged default in the payment of rent. Subject to those provisions, until July 1, 2021, existing law authorizes the clerk to allow access to civil case records for actions seeking recovery of COVID-19 rental debt, as defined, only to certain persons.

This bill would, among other things, extend the exception described above indefinitely and would apply it to actions filed between March 4, 2020, and September 30, 2021, and would extend indefinitely the limitation on access to civil case records for actions seeking recovery of COVID-19 rental debt. The bill would require the Judicial Council to develop forms for parties to utilize in actions brought for recovery of COVID-19 rental debt.

(8) Existing law, the COVID-19 Tenant Relief Act, until July 1, 2025, establishes procedural requirements and limitations on evictions for nonpayment of rent due to COVID-19 rental debt, as defined. The act, among other things, prohibits a tenant that delivers a declaration, under penalty of perjury, of COVID-19-related financial distress from being deemed in default with regard to the COVID-19 rental debt, as specified.

The act requires that a notice that demands payment of COVID-19 rental debt served pursuant to specified law be modified, as provided. The act requires that notices provided between September 1, 2020, and June 3, 2021, comply with certain requirements, including that the notice include certain text. The act requires the Department of Real Estate to make available an official translation of that text into certain languages by no later than February 15, 2021.

This bill would extend the operation of the COVID-19 Tenant Relief Act to October 1, 2025, and would also extend operation of those requirements until September 30, 2021. The bill would also make conforming changes and would require notices described above that are served on or after July 1, 2021, to include certain text. The bill would instead require the Department of Housing and Community Development (HCD) to make available, on or before July 15, 2021, the official translation described above.

(9) Existing law establishes a program for providing rental assistance, using funding made available pursuant to the federal

Consolidated Appropriations Act, 2021 (Appropriations Act), administered by HCD. Existing law, among other things, provides for the allocation of block grant funds to localities, as defined, that meet certain population requirements. Existing law requires an eligible grantee under these provisions to request an allocation from HCD by February 12, 2021, and requires HCD to complete the initial allocation of these funds no later than February 19, 2021. Existing law authorizes eligible uses of funds allocated to grantees under these provisions, consistent with the requirements of the Appropriations Act. Existing law provides that a grantee may provide assistance for rental arrears as a payment directly to a landlord on behalf of an eligible household by entering into an agreement with the landlord, subject to specified conditions, including that compensation be set at 80% of an eligible household's unpaid rental debt accumulated from April 1, 2020, to March 31, 2021. Existing law limits funds used to provide assistance for prospective rent payments for an eligible household to 25% of the eligible household's monthly rent.

This bill would revise and recast those provisions, including revisions to the state allocation of funds. The bill would specify requirements for Round 1 and Round 2 funds, as defined. This bill would, among other things, set the compensation for an eligible household's unpaid rental debt accumulated on or after April 1, 2020 at 100%. This bill would require funds used to provide assistance for prospective rent payments for an eligible household to be set at 100% of the eligible household's monthly rent. The bill would specify requirements for grantees and eligibility for rental assistance.

This bill would enact the COVID-19 Rental Housing Recovery Act, which would, until September 30, 2024, among other things, place certain restrictions on an unlawful detainer action pertaining to residential real property that is based, in whole or in part, on nonpayment of rental debt that accumulated due to COVID-19 hardship, including by prohibiting a court from issuing a summons on a complaint for unlawful detainer that seeks possession of residential real property based on nonpayment of rental debt that accumulated due to COVID-19 hardship unless the plaintiff also files a statement, under penalty of perjury, that the plaintiff attempted to obtain rental assistance pursuant to a program described above and was denied and a copy of a final decision, as defined, from the pertinent government rental assistance program denying a rental assistance application for the property at issue in the case.

Existing law, in a legal action to recover rent or other financial obligations under a lease that accrued between April 1, 2020, and June 30, 2021, requires, before entry of judgment in the plaintiff's favor, the plaintiff to verify certain information, under penalty of perjury, relating to state rental assistance.

This bill would apply those provisions to rent or other financial obligations under a lease that accrued between April 1, 2020, and September 30, 2021.

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

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

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

(11) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(12) This bill would declare that it is to take effect immediately as an urgency statute.

~~The Community Redevelopment Law authorized the establishment of redevelopment agencies in communities to address the effects of blight, as defined. Existing law dissolved redevelopment agencies as of February 1, 2012, and authorizes a local agency that authorized the creation of a redevelopment agency to become the successor agency to the former redevelopment agency, as specified. If no local agency elects to serve as a successor agency for a dissolved redevelopment agency, existing law requires a public body referred to as a designated local authority to be immediately formed to serve as the successor agency until a local agency elects to become the successor agency.~~

~~Existing law, at the request of a city or county that authorized the creation of a redevelopment agency, transfers all land use related plans and functions of the former redevelopment agency, except as specified.~~

~~This bill would transfer to the City of Los Angeles all land use related plans and functions of the former Community Redevelopment Agency of the City of Los Angeles, and would make the amendment or repeal~~

~~of those land use related plans or functions exempt from specified provisions governing community redevelopment. The bill would deem any land use or development project permitted by specified laws of the City of Los Angeles for a property in a redevelopment project area to be an allowed land use or development project for purposes of the applicable redevelopment plan. The bill, with certain exceptions, would deem certain land use related plans and functions of the former Community Redevelopment Agency of the City of Los Angeles to be of no further force and effect. The bill would make these provisions effective November 11, 2019:~~

~~Existing law, the California Environmental Quality Act (CEQA), requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment:~~

~~This bill would exempt from CEQA a specified ordinance of the City of Los Angeles, and any action by the city prior to January 1, 2023, in furtherance or implementing the transfer of all land use related plans and functions of the former redevelopment agency, as specified:~~

~~This bill would provide that its provisions are severable.~~

~~This bill would make legislative findings and declarations as to the necessity of a special statute for City of Los Angeles:~~

~~This bill would declare that it is to take effect immediately as an urgency statute:~~

~~Vote: $\frac{2}{3}$. Appropriation: no. Fiscal committee: ~~no~~-yes.
State-mandated local program: ~~no~~-yes.~~

The people of the State of California do enact as follows:

- 1 SECTION 1. Section 789.4 of the Civil Code is amended to
- 2 read:
- 3 789.4. (a) In addition to the damages provided in subdivision
- 4 (c) of Section 789.3, a landlord who violates Section 789.3, if the
- 5 tenant has provided a declaration of COVID-19 financial distress

1 pursuant to Section 1179.03 of the Code of Civil Procedure, shall
2 be liable for damages in an amount that is at least one thousand
3 dollars (\$1,000) but not more than two thousand five hundred
4 dollars (\$2,500), as determined by the trier of fact.

5 (b) This section shall remain in effect until ~~July~~ *October 1, 2021*,
6 and as of that date is repealed.

7 *SEC. 2. Section 1788.65 of the Civil Code is amended to read:*

8 1788.65. (a) Notwithstanding any other law, a person shall
9 not sell or assign any unpaid COVID-19 rental debt, as defined in
10 Section 1179.02 of the Code of Civil Procedure, for the time period
11 between March 1, 2020, and ~~June~~ *September 30, 2021*.

12 (b) This section shall remain in effect until ~~July~~ *October 1, 2021*,
13 and as of that date is repealed.

14 *SEC. 3. Section 1788.66 of the Civil Code is amended to read:*

15 1788.66. Notwithstanding any other law, a person shall not
16 sell or assign any unpaid COVID-19 rental debt, as defined in
17 Section 1179.02 of the Code of Civil Procedure, for the time period
18 between March 1, 2020, and ~~June~~ *September 30, 2021*, of any
19 person who would have qualified for rental assistance funding
20 provided by the Secretary of the Treasury pursuant to Section 501
21 of Subtitle A of Title V of Division N of the federal Consolidated
22 Appropriations Act, 2021 (~~Public Law 116-260~~), where (*Public*
23 *Law 116-260*) or *Section 3201 of Subtitle B of Title III of the*
24 *federal American Rescue Plan Act of 2021 (Public Law 117-2)*, if
25 the ~~person's~~ *person's* household income is at or below 80 percent
26 of the area median income for the 2020 or 2021 calendar year.

27 *SEC. 4. Section 1942.5 of the Civil Code, as amended by*
28 *Section 5 of Chapter 2 of the Statutes of 2021, is amended to read:*

29 1942.5. (a) If the lessor retaliates against the lessee because
30 of the exercise by the lessee of the lessee's rights under this chapter
31 or because of the lessee's complaint to an appropriate agency as
32 to tenantability of a dwelling, and if the lessee of a dwelling is not
33 in default as to the payment of rent, the lessor may not recover
34 possession of a dwelling in any action or proceeding, cause the
35 lessee to quit involuntarily, increase the rent, or decrease any
36 services within 180 days of any of the following:

37 (1) After the date upon which the lessee, in good faith, has given
38 notice pursuant to Section 1942, has provided notice of a suspected
39 bed bug infestation, or has made an oral complaint to the lessor
40 regarding tenantability.

1 (2) After the date upon which the lessee, in good faith, has filed
2 a written complaint, or an oral complaint which is registered or
3 otherwise recorded in writing, with an appropriate agency, of which
4 the lessor has notice, for the purpose of obtaining correction of a
5 condition relating to tenantability.

6 (3) After the date of an inspection or issuance of a citation,
7 resulting from a complaint described in paragraph (2) of which
8 the lessor did not have notice.

9 (4) After the filing of appropriate documents commencing a
10 judicial or arbitration proceeding involving the issue of
11 tenantability.

12 (5) After entry of judgment or the signing of an arbitration
13 award, if any, when in the judicial proceeding or arbitration the
14 issue of tenantability is determined adversely to the lessor.

15 In each instance, the 180-day period shall run from the latest
16 applicable date referred to in paragraphs (1) to (5), inclusive.

17 (b) A lessee may not invoke subdivision (a) more than once in
18 any 12-month period.

19 (c) To report, or to threaten to report, the lessee or individuals
20 known to the landlord to be associated with the lessee to
21 immigration authorities is a form of retaliatory conduct prohibited
22 under subdivision (a). This subdivision shall in no way limit the
23 definition of retaliatory conduct prohibited under this section.

24 (d) Notwithstanding subdivision (a), it is unlawful for a lessor
25 to increase rent, decrease services, cause a lessee to quit
26 involuntarily, bring an action to recover possession, or threaten to
27 do any of those acts, for the purpose of retaliating against the lessee
28 because the lessee has lawfully organized or participated in a
29 lessees' association or an organization advocating lessees' rights
30 or has lawfully and peaceably exercised any rights under the law.
31 It is also unlawful for a lessor to bring an action for unlawful
32 detainer based on a cause of action other than nonpayment of
33 COVID-19 rental debt, as defined in Section 1179.02 of the Code
34 of Civil Procedure, for the purpose of retaliating against the lessee
35 because the lessee has a COVID-19 rental debt. In an action
36 brought by or against the lessee pursuant to this subdivision, the
37 lessee shall bear the burden of producing evidence that the lessor's
38 conduct was, in fact, retaliatory.

39 (e) To report, or to threaten to report, the lessee or individuals
40 known to the landlord to be associated with the lessee to

1 immigration authorities is a form of retaliatory conduct prohibited
 2 under subdivision (d). This subdivision shall in no way limit the
 3 definition of retaliatory conduct prohibited under this section.

4 (f) This section does not limit in any way the exercise by the
 5 lessor of the lessor’s rights under any lease or agreement or any
 6 law pertaining to the hiring of property or the lessor’s right to do
 7 any of the acts described in subdivision (a) or (d) for any lawful
 8 cause. Any waiver by a lessee of the lessee’s rights under this
 9 section is void as contrary to public policy.

10 (g) Notwithstanding subdivisions (a) to (f), inclusive, a lessor
 11 may recover possession of a dwelling and do any of the other acts
 12 described in subdivision (a) within the period or periods prescribed
 13 therein, or within subdivision (d), if the notice of termination, rent
 14 increase, or other act, and any pleading or statement of issues in
 15 an arbitration, if any, states the ground upon which the lessor, in
 16 good faith, seeks to recover possession, increase rent, or do any
 17 of the other acts described in subdivision (a) or (d). If the statement
 18 is controverted, the lessor shall establish its truth at the trial or
 19 other hearing.

20 (h) Any lessor or agent of a lessor who violates this section shall
 21 be liable to the lessee in a civil action for all of the following:

- 22 (1) The actual damages sustained by the lessee.
- 23 (2) Punitive damages in an amount of not less than one hundred
 24 dollars (\$100) nor more than two thousand dollars (\$2,000) for
 25 each retaliatory act where the lessor or agent has been guilty of
 26 fraud, oppression, or malice with respect to that act.

27 (i) In any action brought for damages for retaliatory eviction,
 28 the court shall award reasonable attorney’s fees to the prevailing
 29 party if either party requests attorney’s fees upon the initiation of
 30 the action.

31 (j) The remedies provided by this section shall be in addition
 32 to any other remedies provided by statutory or decisional law.

33 (k) A lessor does not violate subdivision (c) or (e) by complying
 34 with any legal obligation under any federal government program
 35 that provides for rent limitations or rental assistance to a qualified
 36 tenant.

37 (l) This section shall remain in effect until ~~July~~ *October* 1, 2021,
 38 and as of that date is repealed.

39 *SEC. 5. Section 1942.5 of the Civil Code, as amended by*
 40 *Section 6 of Chapter 2 of the Statutes of 2021, is amended to read:*

1 1942.5. (a) If the lessor retaliates against the lessee because
2 of the exercise by the lessee of the lessee's rights under this chapter
3 or because of the lessee's complaint to an appropriate agency as
4 to tenantability of a dwelling, and if the lessee of a dwelling is not
5 in default as to the payment of rent, the lessor may not recover
6 possession of a dwelling in any action or proceeding, cause the
7 lessee to quit involuntarily, increase the rent, or decrease any
8 services within 180 days of any of the following:

9 (1) After the date upon which the lessee, in good faith, has given
10 notice pursuant to Section 1942, has provided notice of a suspected
11 bed bug infestation, or has made an oral complaint to the lessor
12 regarding tenantability.

13 (2) After the date upon which the lessee, in good faith, has filed
14 a written complaint, or an oral complaint which is registered or
15 otherwise recorded in writing, with an appropriate agency, of which
16 the lessor has notice, for the purpose of obtaining correction of a
17 condition relating to tenantability.

18 (3) After the date of an inspection or issuance of a citation,
19 resulting from a complaint described in paragraph (2) of which
20 the lessor did not have notice.

21 (4) After the filing of appropriate documents commencing a
22 judicial or arbitration proceeding involving the issue of
23 tenantability.

24 (5) After entry of judgment or the signing of an arbitration
25 award, if any, when in the judicial proceeding or arbitration the
26 issue of tenantability is determined adversely to the lessor.

27 In each instance, the 180-day period shall run from the latest
28 applicable date referred to in paragraphs (1) to (5), inclusive.

29 (b) A lessee may not invoke subdivision (a) more than once in
30 any 12-month period.

31 (c) To report, or to threaten to report, the lessee or individuals
32 known to the landlord to be associated with the lessee to
33 immigration authorities is a form of retaliatory conduct prohibited
34 under subdivision (a). This subdivision shall in no way limit the
35 definition of retaliatory conduct prohibited under this section.

36 (d) Notwithstanding subdivision (a), it is unlawful for a lessor
37 to increase rent, decrease services, cause a lessee to quit
38 involuntarily, bring an action to recover possession, or threaten to
39 do any of those acts, for the purpose of retaliating against the lessee
40 because the lessee has lawfully organized or participated in a

1 lessees' association or an organization advocating lessees' rights
 2 or has lawfully and peaceably exercised any rights under the law.
 3 In an action brought by or against the lessee pursuant to this
 4 subdivision, the lessee shall bear the burden of producing evidence
 5 that the lessor's conduct was, in fact, retaliatory.

6 (e) To report, or to threaten to report, the lessee or individuals
 7 known to the landlord to be associated with the lessee to
 8 immigration authorities is a form of retaliatory conduct prohibited
 9 under subdivision (d). This subdivision shall in no way limit the
 10 definition of retaliatory conduct prohibited under this section.

11 (f) This section does not limit in any way the exercise by the
 12 lessor of the lessor's rights under any lease or agreement or any
 13 law pertaining to the hiring of property or the lessor's right to do
 14 any of the acts described in subdivision (a) or (d) for any lawful
 15 cause. Any waiver by a lessee of the lessee's rights under this
 16 section is void as contrary to public policy.

17 (g) Notwithstanding subdivisions (a) to (f), inclusive, a lessor
 18 may recover possession of a dwelling and do any of the other acts
 19 described in subdivision (a) within the period or periods prescribed
 20 therein, or within subdivision (d), if the notice of termination, rent
 21 increase, or other act, and any pleading or statement of issues in
 22 an arbitration, if any, states the ground upon which the lessor, in
 23 good faith, seeks to recover possession, increase rent, or do any
 24 of the other acts described in subdivision (a) or (d). If the statement
 25 is controverted, the lessor shall establish its truth at the trial or
 26 other hearing.

27 (h) Any lessor or agent of a lessor who violates this section shall
 28 be liable to the lessee in a civil action for all of the following:

- 29 (1) The actual damages sustained by the lessee.
- 30 (2) Punitive damages in an amount of not less than one hundred
 31 dollars (\$100) nor more than two thousand dollars (\$2,000) for
 32 each retaliatory act where the lessor or agent has been guilty of
 33 fraud, oppression, or malice with respect to that act.

34 (i) In any action brought for damages for retaliatory eviction,
 35 the court shall award reasonable attorney's fees to the prevailing
 36 party if either party requests attorney's fees upon the initiation of
 37 the action.

38 (j) The remedies provided by this section shall be in addition
 39 to any other remedies provided by statutory or decisional law.

1 (k) A lessor does not violate subdivision (c) or (e) by complying
2 with any legal obligation under any federal government program
3 that provides for rent limitations or rental assistance to a qualified
4 tenant.

5 (l) This section shall become operative on ~~July~~ *October 1, 2021*.

6 *SEC. 6. Section 3273.1 of the Civil Code is amended to read:*

7 3273.1. For purposes of this title:

8 (a) (1) “Borrower” means any of the following:

9 (A) A natural person who is a mortgagor or trustor or a
10 confirmed successor in interest, as defined in Section 1024.31 of
11 Title 12 of the Code of Federal Regulations.

12 (B) An entity other than a natural person only if the secured
13 property contains no more than four dwelling units and is currently
14 occupied by one or more residential tenants.

15 (2) “Borrower” shall not include an individual who has
16 surrendered the secured property as evidenced by either a letter
17 confirming the surrender or delivery of the keys to the property to
18 the mortgagee, trustee, beneficiary, or authorized agent.

19 (3) Unless the property securing the mortgage contains one or
20 more deed-restricted affordable housing units or one or more
21 affordable housing units subject to a regulatory restriction limiting
22 rental rates that is contained in an agreement with a government
23 agency, the following mortgagors shall not be considered a
24 “borrower”:

25 (A) A real estate investment trust, as defined in Section 856 of
26 the Internal Revenue Code.

27 (B) A corporation.

28 (C) A limited liability company in which at least one member
29 is a corporation.

30 (4) “Borrower” shall also mean a person who holds a power of
31 attorney for a borrower described in paragraph (1).

32 (b) “Effective time period” means the time period between the
33 operational date of this title and ~~September~~ *December 1, 2021*.

34 (c) (1) “Mortgage servicer” or “lienholder” means a person or
35 entity who directly services a loan or who is responsible for
36 interacting with the borrower, managing the loan account on a
37 daily basis, including collecting and crediting periodic loan
38 payments, managing any escrow account, or enforcing the note
39 and security instrument, either as the current owner of the
40 promissory note or as the current owner’s authorized agent.

1 (2) “Mortgage servicer” or “lienholder” also means a
2 subservicing agent to a master servicer by contract.

3 (3) “Mortgage servicer” shall not include a trustee, or a trustee’s
4 authorized agent, acting under a power of sale pursuant to a deed
5 of trust.

6 *SEC. 7. Section 116.223 of the Code of Civil Procedure is*
7 *amended to read:*

8 116.223. (a) The Legislature hereby finds and declares as
9 follows:

10 (1) There is anticipated to be an unprecedented number of claims
11 arising out of nonpayment of residential rent that occurred between
12 March 1, 2020, and ~~June~~ *September* 30, 2021, related to the
13 COVID-19 pandemic.

14 (2) These disputes are of special importance to the parties and
15 of significant social and economic consequence collectively as the
16 people of the State of California grapple with the health, economic,
17 and social impacts of the COVID-19 pandemic.

18 (3) It is essential that the parties have access to a judicial forum
19 to resolve these disputes expeditiously, inexpensively, and fairly.

20 (4) It is the intent of the Legislature that landlords of residential
21 real property and their tenants have the option to litigate disputes
22 regarding rent which is unpaid for the time period between March
23 1, 2020, and ~~June~~ *September* 30, 2021, in the small claims court.
24 It is the intent of the Legislature that the jurisdictional limits of
25 the small claims court not apply to these disputes over COVID-19
26 rental debt.

27 (b) (1) Notwithstanding paragraph (1) of subdivision (a) Section
28 116.220, Section 116.221, or any other law, the small claims court
29 has jurisdiction in any action for recovery of COVID-19 rental
30 debt, as defined in Section 1179.02, and any defenses thereto,
31 regardless of the amount demanded.

32 (2) In an action described in paragraph (1), the court shall reduce
33 the damages awarded for any amount of COVID-19 rental debt
34 sought by payments made to the landlord to satisfy the COVID-19
35 rental debt, including payments by the tenant, rental assistance
36 programs, or another third party pursuant to paragraph (3) of
37 subdivision (a) of Section 1947.3 of the Civil Code.

38 (3) An action to recover COVID-19 rental debt, as defined in
39 Section 1179.02, brought pursuant to this subdivision shall not be
40 commenced before ~~August~~ *November* 1, 2021.

1 (c) Any claim for recovery of COVID-19 rental debt, as defined
2 in Section 1179.02, shall not be subject to Section 116.231,
3 notwithstanding the fact that a landlord of residential rental
4 property may have brought two or more small claims actions in
5 which the amount demanded exceeded two thousand five hundred
6 dollars (\$2,500) in any calendar year.

7 (d) This section shall remain in effect until ~~July~~ *October 1, 2025*,
8 and as of that date is repealed.

9 *SEC. 8. Section 871.10 of the Code of Civil Procedure is*
10 *amended to read:*

11 871.10. (a) In any action seeking recovery of COVID-19 rental
12 debt, as defined in Section 1179.02, the plaintiff shall, in addition
13 to any other requirements provided by law, attach to the complaint
14 documentation showing that the plaintiff has made a good faith
15 effort to investigate whether governmental rental assistance is
16 available to the tenant, seek governmental rental assistance for the
17 tenant, or cooperate with the tenant's efforts to obtain rental
18 assistance from any governmental entity, or other third party
19 pursuant to paragraph (3) of subdivision (a) of Section 1947.3 of
20 the Civil Code.

21 (b) ~~Except as provided in subdivision (c),~~ *In* an action subject
22 to subdivision (a), the court may reduce the damages awarded for
23 any amount of COVID-19 rental debt, as defined in Section
24 1179.02, sought if the court determines that the landlord refused
25 to obtain rental assistance from the state rental assistance program
26 created pursuant to Chapter 17 (commencing with Section 50897)
27 of Part 2 of Division 31 of the Health and Safety Code, if the tenant
28 met the eligibility requirements and funding was available.

29 ~~(e) Subdivision (b) shall not apply within any jurisdiction that~~
30 ~~received a direct allocation of assistance from the Secretary of the~~
31 ~~Treasury pursuant to Section 501 of Subtitle A of Title V of~~
32 ~~Division N of the federal Consolidated Appropriations Act, 2021~~
33 ~~(Public Law 116-260) and did not accept a block grant pursuant~~
34 ~~to Section 50897.2 of the Health and Safety Code and is not subject~~
35 ~~to paragraph (5) of subdivision (a) of that section.~~

36 ~~(d)~~

37 (c) An action to recover COVID-19 rental debt, as defined in
38 Section 1179.02, that is subject to this section shall not be
39 commenced before ~~August~~ *November 1, 2021*.

40 ~~(e)~~

1 (d) Subdivisions (a) through ~~(d)~~; (c), inclusive, shall not apply
2 to an action to recover COVID-19 rental debt, as defined in Section
3 1179.02, that was pending before the court as of January 29, 2021.

4 ~~(f)~~

5 (e) Except as provided in subdivision ~~(h)~~; (g), any action to
6 recover COVID-19 rental debt, as defined in Section 1179.02, that
7 is subject to this section and is pending before the court as of
8 January 29, 2021, shall be stayed until ~~August~~ November 1, 2021.

9 ~~(g)~~

10 (f) This section shall not apply to any unlawful detainer action
11 to recover possession pursuant to Section 1161.

12 ~~(h)~~

13 (g) (1) Actions for breach of contract to recover rental debt that
14 were filed before October 1, 2020, shall not be stayed and may
15 proceed, ~~except that this subdivision shall not apply to actions filed~~
16 ~~against any person who would have qualified under the rental~~
17 ~~assistance funding provided through the Secretary of the Treasury~~
18 ~~pursuant to Section 501 of Subtitle A of Title V of Division N of~~
19 ~~the federal Consolidated Appropriations Act, 2021 (Public Law~~
20 ~~116-260) and where the person's household income is at or below~~
21 ~~80 percent of the area median income for the 2020 calendar year.~~
22 *proceed.*

23 (2) *This subdivision does not apply to actions filed against any*
24 *person who would have qualified under the rental assistance*
25 *funding provided through the Secretary of the Treasury pursuant*
26 *to Section 501 of Subtitle A of Title V of Division N of the federal*
27 *Consolidated Appropriations Act, 2021 (Public Law 116-260) if*
28 *the person's household income is at or below 80 percent of the*
29 *area median income for the 2020 or 2021 calendar year.*

30 SEC. 9. Section 871.11 of the Code of Civil Procedure is
31 amended to read:

32 871.11. (a) Notwithstanding any other law, in any action to
33 recover COVID-19 rental debt, as defined in Section 1179.02,
34 brought as a limited or unlimited civil case, the court shall not,
35 under ordinary circumstances, award reasonable attorneys' fees
36 to a prevailing party that exceed the following amounts:

- 37 (1) If the matter is uncontested, five hundred dollars (\$500).
- 38 (2) If the matter is contested, one thousand dollars (\$1,000).
- 39 (b) In determining whether a case was litigated under ordinary
40 circumstances, the court may consider the following:

1 (1) The number and complexity of pretrial and posttrial motions.

2 (2) The nature and extent of any discovery performed.

3 (3) Whether the case was tried by jury or by the court.

4 (4) The length of the trial.

5 (5) Any other factor the court, in its discretion, finds relevant,
6 including whether the tenant or the landlord, or both the tenant
7 and the landlord, would have been eligible to receive a rental
8 assistance payment from the governmental entity, or other third
9 party pursuant to paragraph (3) of subdivision (a) of Section 1947.3
10 of the Civil Code.

11 (c) Nothing in this section shall be interpreted to entitle the
12 prevailing party to an award of reasonable attorneys' fees if that
13 award is not otherwise provided for by law or agreement.

14 (d) This section shall remain in effect until ~~July~~ *October 1, 2025*,
15 and as of that date is repealed.

16 *SEC. 10. Section 871.12 of the Code of Civil Procedure is*
17 *amended to read:*

18 871.12. This chapter shall remain in effect until ~~July~~ *October*
19 *1, 2027*, and as of the date is repealed.

20 *SEC. 11. Section 1161.2 of the Code of Civil Procedure, as*
21 *amended by Section 11 of Chapter 2 of the Statutes of 2021, is*
22 *amended to read:*

23 1161.2. (a) (1) The clerk shall allow access to limited civil
24 case records filed under this chapter, including the court file, index,
25 and register of actions, only as follows:

26 (A) To a party to the action, including a party's attorney.

27 (B) To a person who provides the clerk with the names of at
28 least one plaintiff and one defendant and the address of the
29 premises, including the apartment or unit number, if any.

30 (C) To a resident of the premises who provides the clerk with
31 the name of one of the parties or the case number and shows proof
32 of residency.

33 (D) To a person by order of the court, which may be granted ex
34 parte, on a showing of good cause.

35 (E) Except as provided in subparagraph (G), to any person by
36 order of the court if judgment is entered for the plaintiff after trial
37 more than 60 days since the filing of the complaint. The court shall
38 issue the order upon issuing judgment for the plaintiff.

39 (F) Except as provided in subparagraph (G), to any other person
40 60 days after the complaint has been filed if the plaintiff prevails

1 in the action within 60 days of the filing of the complaint, in which
2 case the clerk shall allow access to any court records in the action.
3 If a default or default judgment is set aside more than 60 days after
4 the complaint has been filed, this section shall apply as if the
5 complaint had been filed on the date the default or default judgment
6 is set aside.

7 (G) (i) In the case of a complaint involving residential property
8 based on Section 1161a as indicated in the caption of the complaint,
9 as required in subdivision (c) of Section 1166, to any other person,
10 if 60 days have elapsed since the complaint was filed with the
11 court, and, as of that date, judgment against all defendants has
12 been entered for the plaintiff, after a trial.

13 (ii) Subparagraphs (E) and (F) shall not apply if the plaintiff
14 filed the action between March 4, 2020, and ~~June~~ *September* 30,
15 2021, and the action is based on an alleged default in the payment
16 of rent.

17 (2) This section shall not be construed to prohibit the court from
18 issuing an order that bars access to the court record in an action
19 filed under this chapter if the parties to the action so stipulate.

20 (b) (1) For purposes of this section, “good cause” includes, but
21 is not limited to, both of the following:

22 (A) The gathering of newsworthy facts by a person described
23 in Section 1070 of the Evidence Code.

24 (B) The gathering of evidence by a party to an unlawful detainer
25 action solely for the purpose of making a request for judicial notice
26 pursuant to subdivision (d) of Section 452 of the Evidence Code.

27 (2) It is the intent of the Legislature that a simple procedure be
28 established to request the ex parte order described in subparagraph
29 (D) of paragraph (1) of subdivision (a).

30 (c) Upon the filing of a case so restricted, the court clerk shall
31 mail notice to each defendant named in the action. The notice shall
32 be mailed to the address provided in the complaint. The notice
33 shall contain a statement that an unlawful detainer complaint
34 (eviction action) has been filed naming that party as a defendant,
35 and that access to the court file will be delayed for 60 days except
36 to a party, an attorney for one of the parties, or any other person
37 who (1) provides to the clerk the names of at least one plaintiff
38 and one defendant in the action and provides to the clerk the
39 address, including any applicable apartment, unit, or space number,
40 of the subject premises, or (2) provides to the clerk the name of

1 one of the parties in the action or the case number and can establish
2 through proper identification that the person lives at the subject
3 premises. The notice shall also contain a statement that access to
4 the court index, register of actions, or other records is not permitted
5 until 60 days after the complaint is filed, except pursuant to an
6 order upon a showing of good cause for access. The notice shall
7 contain on its face the following information:

8 (1) The name and telephone number of the county bar
9 association.

10 (2) The name and telephone number of any entity that requests
11 inclusion on the notice and demonstrates to the satisfaction of the
12 court that it has been certified by the State Bar of California as a
13 lawyer referral service and maintains a panel of attorneys qualified
14 in the practice of landlord-tenant law pursuant to the minimum
15 standards for a lawyer referral service established by the State Bar
16 of California and Section 6155 of the Business and Professions
17 Code.

18 (3) The following statement:

19
20 “The State Bar of California certifies lawyer referral services in
21 California and publishes a list of certified lawyer referral services
22 organized by county. To locate a lawyer referral service in your
23 county, go to the State Bar’s internet website at www.calbar.ca.gov
24 or call 1-866-442-2529.”
25

26 (4) The name and telephone number of an office or offices
27 funded by the federal Legal Services Corporation or qualified legal
28 services projects that receive funds distributed pursuant to Section
29 6216 of the Business and Professions Code that provide legal
30 services to low-income persons in the county in which the action
31 is filed. The notice shall state that these telephone numbers may
32 be called for legal advice regarding the case. The notice shall be
33 issued between 24 and 48 hours of the filing of the complaint,
34 excluding weekends and holidays. One copy of the notice shall be
35 addressed to “all occupants” and mailed separately to the subject
36 premises. The notice shall not constitute service of the summons
37 and complaint.

38 (5) *The following statement, for a notice sent out pursuant to*
39 *this section between October 1, 2021 and March 31, 2022:*
40

1 “*IMPORTANT NOTICE FROM THE STATE OF CALIFORNIA*
 2 –*YOU MUST TAKE ACTION TO AVOID AN EVICTION: As part*
 3 *of the state’s COVID-19 relief plan, money has been set aside to*
 4 *help renters who have fallen behind on rent or utility payments.*
 5 *If you are behind on rent or utility payments, YOU SHOULD*
 6 *COMPLETE A RENTAL ASSISTANCE APPLICATION*
 7 *IMMEDIATELY! It is free and simple to apply. Citizenship or*
 8 *immigration status does not matter.*
 9 *You can find out how to start your application by calling*
 10 *1-833-430-2122 or visiting <http://housingiskey.com> right away.”*
 11

12 (d) Notwithstanding any other law, the court shall charge an
 13 additional fee of fifteen dollars (\$15) for filing a first appearance
 14 by the plaintiff. This fee shall be added to the uniform filing fee
 15 for actions filed under this chapter.

16 (e) This section does not apply to a case that seeks to terminate
 17 a mobilehome park tenancy if the statement of the character of the
 18 proceeding in the caption of the complaint clearly indicates that
 19 the complaint seeks termination of a mobilehome park tenancy.

20 (f) This section does not alter any provision of the Evidence
 21 Code.

22 ~~(g) This section shall remain in effect until July 1, 2021, and as~~
 23 ~~of that date is repealed.~~

24 ~~SEC. 12. Section 1161.2 of the Code of Civil Procedure, as~~
 25 ~~amended by Section 12 of Chapter 2 of the Statutes of 2021, is~~
 26 ~~repealed.~~

27 ~~1161.2. (a) (1) The clerk shall allow access to limited civil~~
 28 ~~case records filed under this chapter, including the court file, index,~~
 29 ~~and register of actions, only as follows:~~

- 30 ~~(A) To a party to the action, including a party’s attorney.~~
- 31 ~~(B) To a person who provides the clerk with the names of at~~
 32 ~~least one plaintiff and one defendant and the address of the~~
 33 ~~premises, including the apartment or unit number, if any.~~
- 34 ~~(C) To a resident of the premises who provides the clerk with~~
 35 ~~the name of one of the parties or the case number and shows proof~~
 36 ~~of residency.~~
- 37 ~~(D) To a person by order of the court, which may be granted ex~~
 38 ~~parte, on a showing of good cause.~~
- 39 ~~(E) To any person by order of the court if judgment is entered~~
 40 ~~for the plaintiff after trial more than 60 days since the filing of the~~

1 complaint. The court shall issue the order upon issuing judgment
2 for the plaintiff.

3 ~~(F) Except as provided in subparagraph (G), to any other person~~
4 ~~60 days after the complaint has been filed if the plaintiff prevails~~
5 ~~in the action within 60 days of the filing of the complaint, in which~~
6 ~~case the clerk shall allow access to any court records in the action.~~
7 ~~If a default or default judgment is set aside more than 60 days after~~
8 ~~the complaint has been filed, this section shall apply as if the~~
9 ~~complaint had been filed on the date the default or default judgment~~
10 ~~is set aside.~~

11 ~~(G) In the case of a complaint involving residential property~~
12 ~~based on Section 1161a as indicated in the caption of the complaint,~~
13 ~~as required in subdivision (c) of Section 1166, to any other person,~~
14 ~~if 60 days have elapsed since the complaint was filed with the~~
15 ~~court, and, as of that date, judgment against all defendants has~~
16 ~~been entered for the plaintiff, after a trial.~~

17 ~~(2) This section shall not be construed to prohibit the court from~~
18 ~~issuing an order that bars access to the court record in an action~~
19 ~~filed under this chapter if the parties to the action so stipulate.~~

20 ~~(b) (1) For purposes of this section, “good cause” includes, but~~
21 ~~is not limited to, both of the following:~~

22 ~~(A) The gathering of newsworthy facts by a person described~~
23 ~~in Section 1070 of the Evidence Code.~~

24 ~~(B) The gathering of evidence by a party to an unlawful detainer~~
25 ~~action solely for the purpose of making a request for judicial notice~~
26 ~~pursuant to subdivision (d) of Section 452 of the Evidence Code.~~

27 ~~(2) It is the intent of the Legislature that a simple procedure be~~
28 ~~established to request the ex parte order described in subparagraph~~
29 ~~(D) of paragraph (1) of subdivision (a).~~

30 ~~(e) Upon the filing of a case so restricted, the court clerk shall~~
31 ~~mail notice to each defendant named in the action. The notice shall~~
32 ~~be mailed to the address provided in the complaint. The notice~~
33 ~~shall contain a statement that an unlawful detainer complaint~~
34 ~~(eviction action) has been filed naming that party as a defendant,~~
35 ~~and that access to the court file will be delayed for 60 days except~~
36 ~~to a party, an attorney for one of the parties, or any other person~~
37 ~~who (1) provides to the clerk the names of at least one plaintiff~~
38 ~~and one defendant in the action and provides to the clerk the~~
39 ~~address, including any applicable apartment, unit, or space number,~~
40 ~~of the subject premises, or (2) provides to the clerk the name of~~

1 one of the parties in the action or the case number and can establish
2 through proper identification that the person lives at the subject
3 premises. The notice shall also contain a statement that access to
4 the court index, register of actions, or other records is not permitted
5 until 60 days after the complaint is filed, except pursuant to an
6 order upon a showing of good cause for access. The notice shall
7 contain on its face the following information:

8 (1) ~~The name and telephone number of the county bar~~
9 ~~association.~~

10 (2) ~~The name and telephone number of any entity that requests~~
11 ~~inclusion on the notice and demonstrates to the satisfaction of the~~
12 ~~court that it has been certified by the State Bar of California as a~~
13 ~~lawyer referral service and maintains a panel of attorneys qualified~~
14 ~~in the practice of landlord-tenant law pursuant to the minimum~~
15 ~~standards for a lawyer referral service established by the State Bar~~
16 ~~of California and Section 6155 of the Business and Professions~~
17 ~~Code.~~

18 (3) ~~The following statement:~~

19 ~~“The State Bar of California certifies lawyer referral services in~~
20 ~~California and publishes a list of certified lawyer referral services~~
21 ~~organized by county. To locate a lawyer referral service in your~~
22 ~~county, go to the State Bar’s internet website at www.calbar.ca.gov~~
23 ~~or call 1-866-442-2529.”~~

24 (4) ~~The name and telephone number of an office or offices~~
25 ~~funded by the federal Legal Services Corporation or qualified legal~~
26 ~~services projects that receive funds distributed pursuant to Section~~
27 ~~6216 of the Business and Professions Code that provide legal~~
28 ~~services to low-income persons in the county in which the action~~
29 ~~is filed. The notice shall state that these telephone numbers may~~
30 ~~be called for legal advice regarding the case. The notice shall be~~
31 ~~issued between 24 and 48 hours of the filing of the complaint,~~
32 ~~excluding weekends and holidays. One copy of the notice shall be~~
33 ~~addressed to “all occupants” and mailed separately to the subject~~
34 ~~premises. The notice shall not constitute service of the summons~~
35 ~~and complaint.~~

36 (d) ~~Notwithstanding any other law, the court shall charge an~~
37 ~~additional fee of fifteen dollars (\$15) for filing a first appearance~~
38 ~~by the plaintiff. This fee shall be added to the uniform filing fee~~
39 ~~for actions filed under this chapter.~~

1 ~~(e) This section does not apply to a case that seeks to terminate~~
2 ~~a mobilehome park tenancy if the statement of the character of the~~
3 ~~proceeding in the caption of the complaint clearly indicates that~~
4 ~~the complaint seeks termination of a mobilehome park tenancy.~~

5 ~~(f) This section does not alter any provision of the Evidence~~
6 ~~Code.~~

7 ~~(g) This section shall become operative on July 1, 2021.~~

8 *SEC. 13. Section 1161.2.5 of the Code of Civil Procedure is*
9 *amended to read:*

10 1161.2.5. (a) (1) Except as provided in Section 1161.2, the
11 clerk shall allow access to civil case records for actions seeking
12 recovery of COVID-19 rental debt, as defined in Section 1179.02,
13 including the court file, index, and register of actions, only as
14 follows:

15 (A) To a party to the action, including a party’s attorney.

16 (B) To a person who provides the clerk with the names of at
17 least one plaintiff and one defendant.

18 (C) To a resident of the premises for which the COVID-19 rental
19 debt is owed who provides the clerk with the name of one of the
20 parties or the case number and shows proof of residency.

21 (D) To a person by order of the court, which may be granted ex
22 parte, on a showing of good cause.

23 (2) To give the court notice that access to the records in an action
24 is limited, any complaint or responsive pleading in a case subject
25 to this section shall include on either the first page of the pleading
26 or a cover page, the phrase “ACTION FOR RECOVERY OF
27 COVID-19 RENTAL DEBT AS DEFINED UNDER SECTION
28 1179.02” in bold, capital letters, in 12 point or larger font.

29 (3) *The Judicial Council shall develop forms for parties to utilize*
30 *in actions brought pursuant to Section 116.223 and in civil actions*
31 *for recovery of COVID-19 rental debt as defined in Section*
32 *1179.02. The forms shall provide prominent notice on the first*
33 *page that access to the records in the case is limited pursuant to*
34 *this section.*

35 (b) (1) For purposes of this section, “good cause” includes, but
36 is not limited to, both of the following:

37 (A) The gathering of newsworthy facts by a person described
38 in Section 1070 of the Evidence Code.

1 (B) The gathering of evidence by a party to a civil action solely
 2 for the purpose of making a request for judicial notice pursuant to
 3 subdivision (d) of Section 452 of the Evidence Code.

4 (2) It is the intent of the Legislature that a simple procedure be
 5 established to request the ex parte order described in subparagraph
 6 (D) of paragraph (1) of subdivision (a).

7 (c) This section does not alter any provision of the Evidence
 8 Code.

9 ~~(d) This section shall remain in effect until July 1, 2021, and as~~
 10 ~~of that date is repealed.~~

11 *SEC. 14. Section 1179.02 of the Code of Civil Procedure is*
 12 *amended to read:*

13 1179.02. For purposes of this chapter:

14 (a) “Covered time period” means the time period between March
 15 1, 2020, and ~~June~~ *September 30, 2021.*

16 (b) “COVID-19-related financial distress” means any of the
 17 following:

18 (1) Loss of income caused by the COVID-19 pandemic.

19 (2) Increased out-of-pocket expenses directly related to
 20 performing essential work during the COVID-19 pandemic.

21 (3) Increased expenses directly related to the health impact of
 22 the COVID-19 pandemic.

23 (4) Childcare responsibilities or responsibilities to care for an
 24 elderly, disabled, or sick family member directly related to the
 25 COVID-19 pandemic that limit a tenant’s ability to earn income.

26 (5) Increased costs for childcare or attending to an elderly,
 27 disabled, or sick family member directly related to the COVID-19
 28 pandemic.

29 (6) Other circumstances related to the COVID-19 pandemic
 30 that have reduced a tenant’s income or increased a tenant’s
 31 expenses.

32 (c) “COVID-19 rental debt” means unpaid rent or any other
 33 unpaid financial obligation of a tenant under the tenancy that came
 34 due during the covered time period.

35 (d) “Declaration of COVID-19-related financial distress” means
 36 the following written statement:

37 I am currently unable to pay my rent or other financial
 38 obligations under the lease in full because of one or more of the
 39 following:

40 1. Loss of income caused by the COVID-19 pandemic.

1 2. Increased out-of-pocket expenses directly related to
2 performing essential work during the COVID-19 pandemic.

3 3. Increased expenses directly related to health impacts of the
4 COVID-19 pandemic.

5 4. Childcare responsibilities or responsibilities to care for an
6 elderly, disabled, or sick family member directly related to the
7 COVID-19 pandemic that limit my ability to earn income.

8 5. Increased costs for childcare or attending to an elderly,
9 disabled, or sick family member directly related to the COVID-19
10 pandemic.

11 6. Other circumstances related to the COVID-19 pandemic that
12 have reduced my income or increased my expenses.

13 Any public assistance, including unemployment insurance,
14 pandemic unemployment assistance, state disability insurance
15 (SDI), or paid family leave, that I have received since the start of
16 the COVID-19 pandemic does not fully make up for my loss of
17 income and/or increased expenses.

18 Signed under penalty of perjury:

19 Dated:

20 (e) “Landlord” includes all of the following or the agent of any
21 of the following:

22 (1) An owner of residential real property.

23 (2) An owner of a residential rental unit.

24 (3) An owner of a mobilehome park.

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

26 (f) “Protected time period” means the time period between
27 March 1, 2020, and August 31, 2020.

28 (g) “Rental payment” means rent or any other financial
29 obligation of a tenant under the tenancy.

30 (h) “Tenant” means any natural person who hires real property
31 except any of the following:

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

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

36 (i) “Transition time period” means the time period between
37 September 1, 2020, and ~~June~~ September 30, 2021.

38 *SEC. 15. Section 1179.03 of the Code of Civil Procedure is*
39 *amended to read:*

1 1179.03. (a) (1) Any notice that demands payment of
 2 COVID-19 rental debt served pursuant to subdivision (e) of Section
 3 798.56 of the Civil Code or paragraph (2) or (3) of Section 1161
 4 shall be modified as required by this section. A notice which does
 5 not meet the requirements of this section, regardless of when the
 6 notice was issued, shall not be sufficient to establish a cause of
 7 action for unlawful detainer or a basis for default judgment.

8 (2) Any case based solely on a notice that demands payment of
 9 COVID-19 rental debt served pursuant to subdivision (e) of Section
 10 798.56 of the Civil Code or paragraph (2) or (3) of Section 1161
 11 may be dismissed if the notice does not meet the requirements of
 12 this section, regardless of when the notice was issued.

13 (3) Notwithstanding paragraphs (1) and (2), this section shall
 14 have no effect if the landlord lawfully regained possession of the
 15 property or obtained a judgment for possession of the property
 16 before the operative date of this section.

17 (b) If the notice demands payment of rent that came due during
 18 the protected time period, as defined in Section 1179.02, the notice
 19 shall comply with all of the following:

20 (1) The time period in which the tenant may pay the amount
 21 due or deliver possession of the property shall be no shorter than
 22 15 days, excluding Saturdays, Sundays, and other judicial holidays.

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

25 (3) The notice shall advise the tenant that the tenant cannot be
 26 evicted for failure to comply with the notice if the tenant delivers
 27 a signed declaration of COVID-19-related financial distress to the
 28 landlord on or before the date that the notice to pay rent or quit or
 29 notice to perform covenants or quit expires, by any of the methods
 30 specified in subdivision (f).

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

33 “NOTICE FROM THE STATE OF CALIFORNIA: If you are
 34 unable to pay the amount demanded in this notice, and have
 35 decreased income or increased expenses due to COVID-19, your
 36 landlord will not be able to evict you for this missed payment if
 37 you sign and deliver the declaration form included with your notice
 38 to your landlord within 15 days, excluding Saturdays, Sundays,
 39 and other judicial holidays, but you will still owe this money to
 40 your landlord. If you do not sign and deliver the declaration within

1 this time period, you may lose the eviction protections available
2 to you. You must return this form to be protected. You should keep
3 a copy or picture of the signed form for your records.

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

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

13 (c) If the notice demands payment of rent that came due during
14 the transition time period, as defined in Section 1179.02, the notice
15 shall comply with all of the following:

16 (1) The time period in which the tenant may pay the amount
17 due or deliver possession of the property shall be no shorter than
18 15 days, excluding Saturdays, Sundays, and other judicial holidays.

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

21 (3) The notice shall advise the tenant that the tenant will not be
22 evicted for failure to comply with the notice, except as allowed by
23 this chapter, if the tenant delivers a signed declaration of
24 COVID-19-related financial distress to the landlord on or before
25 the date the notice to pay rent or quit or notice to perform covenants
26 or quit expires, by any of the methods specified in subdivision (f).

27 (4) For notices served before February 1, 2021, the notice shall
28 include the following text in at least 12-point type:

29 “NOTICE FROM THE STATE OF CALIFORNIA: If you are
30 unable to pay the amount demanded in this notice, and have
31 decreased income or increased expenses due to COVID-19, you
32 may sign and deliver the declaration form included with your notice
33 to your landlord within 15 days, excluding Saturdays, Sundays,
34 and other judicial holidays, and your landlord will not be able to
35 evict you for this missed payment so long as you make the
36 minimum payment (see below). You will still owe this money to
37 your landlord. You should keep a copy or picture of the signed
38 form for your records.

39 If you provide the declaration form to your landlord as described
40 above AND, on or before January 31, 2021, you pay an amount

1 that equals at least 25 percent of each rental payment that came
2 due or will come due during the period between September 1,
3 2020, and January 31, 2021, that you were unable to pay as a result
4 of decreased income or increased expenses due to COVID-19,
5 your landlord cannot evict you. Your landlord may require you to
6 submit a new declaration form for each rental payment that you
7 do not pay that comes due between September 1, 2020, and January
8 31, 2021.

9 For example, if you provided a declaration form to your landlord
10 regarding your decreased income or increased expenses due to
11 COVID-19 that prevented you from making your rental payment
12 in September and October of 2020, your landlord could not evict
13 you if, on or before January 31, 2021, you made a payment equal
14 to 25 percent of September's and October's rental payment (i.e.,
15 half a month's rent). If you were unable to pay any of the rental
16 payments that came due between September 1, 2020, and January
17 31, 2021, and you provided your landlord with the declarations in
18 response to each 15-day notice your landlord sent to you during
19 that time period, your landlord could not evict you if, on or before
20 January 31, 2021, you paid your landlord an amount equal to 25
21 percent of all the rental payments due from September through
22 January (i.e., one and a quarter month's rent).

23 You will still owe the full amount of the rent to your landlord,
24 but you cannot be evicted from your home if you comply with
25 these requirements. You should keep careful track of what you
26 have paid and any amount you still owe to protect your rights and
27 avoid future disputes. Failure to respond to this notice may result
28 in an unlawful detainer action (eviction) being filed against you.

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

31 (5) For notices served on or after February 1, 2021, *and before*
32 *July 1, 2021*, the notice shall include the following text in at least
33 12-point type:

34 “NOTICE FROM THE STATE OF CALIFORNIA: If you are
35 unable to pay the amount demanded in this notice, and have
36 decreased income or increased expenses due to COVID-19, you
37 may sign and deliver the declaration form included with your notice
38 to your landlord within 15 days, excluding Saturdays, Sundays,
39 and other judicial holidays, and your landlord will not be able to
40 evict you for this missed payment so long as you make the

1 minimum payment (see below). You will still owe this money to
2 your landlord. You should keep a copy or picture of the signed
3 form for your records.

4 If you provide the declaration form to your landlord as described
5 above AND, on or before June 30, 2021, you pay an amount that
6 equals at least 25 percent of each rental payment that came due or
7 will come due during the period between September 1, 2020, and
8 June 30, 2021, that you were unable to pay as a result of decreased
9 income or increased expenses due to COVID-19, your landlord
10 cannot evict you. Your landlord may require you to submit a new
11 declaration form for each rental payment that you do not pay that
12 comes due between September 1, 2020, and June 30, 2021.

13 If you were unable to pay any of the rental payments that came
14 due between September 1, 2020, and June 30, 2021, and you
15 provided your landlord with the declarations in response to each
16 15-day notice your landlord sent to you during that time period,
17 your landlord could not evict you if, on or before June 30, 2021,
18 you paid your landlord an amount equal to 25 percent of all the
19 rental payments due from September 2020 through June 2021.

20 You will still owe the full amount of the rent to your landlord,
21 but you cannot be evicted from your home if you comply with
22 these requirements. You should keep careful track of what you
23 have paid and any amount you still owe to protect your rights and
24 avoid future disputes. Failure to respond to this notice may result
25 in an unlawful detainer action (eviction) being filed against you.

26 **YOU MAY QUALIFY FOR RENTAL ASSISTANCE.** In
27 addition to extending these eviction protections, the State of
28 California, in partnership with federal and local governments, has
29 created an emergency rental assistance program to assist renters
30 who have been unable to pay their rent and utility bills as a result
31 of the COVID-19 pandemic. This program may be able to help
32 you get caught up with past-due rent. Additionally, depending on
33 the availability of funds, the program may also be able to assist
34 you with making future rental payments.

35 While not everyone will qualify for this assistance, you can apply
36 for it regardless of your citizenship or immigration status. There
37 is no charge to apply for or receive this assistance.

38 Additional information about the extension of the COVID-19
39 Tenant Relief Act and new state or local rental assistance programs,
40 including more information about how to qualify for assistance,

1 can be found by visiting <http://housingiskey.com> or by calling
2 1-833-422-4255.

3
4 (6) For notices served on or after July 1, 2021, the notice shall
5 include the following text in at least 12-point type:

6
7 **NOTICE FROM THE STATE OF CALIFORNIA – YOU MUST**
8 **TAKE ACTION TO AVOID EVICTION.** *If you are unable to pay*
9 *the amount demanded in this notice because of the COVID-19*
10 *pandemic, you should take action right away.*

11 *IMMEDIATELY: Sign and return the declaration form included*
12 *with your notice to your landlord within 15 days, excluding*
13 *Saturdays, Sundays, and other judicial holidays. Sign and return*
14 *the declaration even if you have done this before. You should keep*
15 *a copy or a picture of the signed form for your records.*

16 *BEFORE SEPTEMBER 30, 2021: Pay your landlord at least 25*
17 *percent of any rent you missed between September 1, 2020, and*
18 *September 30, 2021. If you need help paying that amount, apply*
19 *for rental assistance. You will still owe the rest of the rent to your*
20 *landlord, but as long as you pay 25 percent by September 30, 2021,*
21 *your landlord will not be able to evict you for failing to pay the*
22 *rest of the rent. You should keep careful track of what you have*
23 *paid and any amount you still owe to protect your rights and avoid*
24 *future disputes.*

25 *AS SOON AS POSSIBLE: Apply for rental assistance! As part*
26 *of California’s COVID-19 relief plan, money has been set aside*
27 *to help renters who have fallen behind on rent or utility payments.*
28 *If you are behind on rent or utility payments, YOU SHOULD*
29 **COMPLETE A RENTAL ASSISTANCE APPLICATION**
30 **IMMEDIATELY!** *It is free and simple to apply. Citizenship or*
31 *immigration status does not matter. You can find out how to start*
32 *your application by calling 1-833-430-2122 or visiting*
33 *<http://housingiskey.com> right away.*

34
35 (d) An unsigned copy of a declaration of COVID-19-related
36 financial distress shall accompany each notice delivered to a tenant
37 to which subdivision (b) or (c) is applicable. If the landlord was
38 required, pursuant to Section 1632 of the Civil Code, to provide
39 a translation of the rental contract or agreement in the language in
40 which the contract or agreement was negotiated, the landlord shall

1 also provide the unsigned copy of a declaration of
2 COVID-19-related financial distress to the tenant in the language
3 in which the contract or agreement was negotiated. The Department
4 of ~~Real Estate~~ *Housing and Community Development* shall make
5 available an official translation of the text required by paragraph
6 (4) of subdivision ~~(b)~~, ~~paragraph (4) of subdivision (c)~~, and
7 ~~paragraph (5) of subdivision (e)~~ *(b) and paragraphs (4) to (6)*,
8 *inclusive, of subdivision (c)* in the languages specified in Section
9 1632 of the Civil Code by no later than ~~February 15~~, *July 15, 2021*.

10 (e) If a tenant owes a COVID-19 rental debt to which both
11 subdivisions (b) and (c) apply, the landlord shall serve two separate
12 notices that comply with subdivisions (b) and (c), respectively.

13 (f) A tenant may deliver the declaration of COVID-19-related
14 financial distress to the landlord by any of the following methods:

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

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

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

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

29 (g) Except as provided in Section 1179.02.5, the following shall
30 apply to a tenant who, within 15 days of service of the notice
31 specified in subdivision (b) or (c), excluding Saturdays, Sundays,
32 and other judicial holidays, demanding payment of COVID-19
33 rental debt delivers a declaration of COVID-19-related financial
34 distress to the landlord by any of the methods provided in
35 subdivision (f):

36 (1) With respect to a notice served pursuant to subdivision (b),
37 the tenant shall not then or thereafter be deemed to be in default
38 with regard to that COVID-19 rental debt for purposes of
39 subdivision (e) of Section 798.56 of the Civil Code or paragraphs
40 (2) and (3) of Section 1161.

1 (2) With respect to a notice served pursuant to subdivision (c),
2 the following shall apply:

3 (A) Except as provided by subparagraph (B), the landlord may
4 not initiate an unlawful detainer action before ~~July~~ *October* 1,
5 2021.

6 (B) A tenant shall not be guilty of unlawful detainer, now or in
7 the future, based upon nonpayment of COVID-19 rental debt that
8 came due during the transition period if, on or before ~~June~~
9 *September* 30, 2021, the tenant tenders one or more payments that,
10 when taken together, are of an amount equal to or not less than 25
11 percent of each transition period rental payment demanded in one
12 or more notices served pursuant to ~~subsection~~ *subdivision* (c) and
13 for which the tenant complied with this subdivision by timely
14 delivering a declaration of COVID-19-related financial distress to
15 the landlord.

16 (h) (1) (A) Within the time prescribed in Section 1167, a tenant
17 shall be permitted to file a signed declaration of COVID-19-related
18 financial distress with the court.

19 (B) If the tenant files a signed declaration of COVID-19-related
20 financial distress with the court pursuant to this subdivision, the
21 court shall dismiss the case, pursuant to paragraph (2), if the court
22 finds, after a noticed hearing on the matter, that the tenant's failure
23 to return a declaration of COVID-19-related financial distress
24 within the time required by subdivision (g) was the result of
25 mistake, inadvertence, surprise, or excusable neglect, as those
26 terms have been interpreted under subdivision (b) of Section 473.

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

32 (2) If the court dismisses the case pursuant to paragraph (1),
33 that dismissal shall be without prejudice as follows:

34 (A) If the case was based in whole or in part upon a notice
35 served pursuant to subdivision (b), the court shall dismiss any
36 cause of action based on the notice served pursuant to subdivision
37 (b).

38 (B) Before ~~July~~ *October* 1, 2021, if the case is based in whole
39 or in part on a notice served pursuant to subdivision (c), the court

1 shall dismiss any cause of action based on the notice served
2 pursuant to subdivision (c).

3 (C) On or after ~~July~~ *October* 1, 2021, if the case is based in
4 whole or in part on a notice served pursuant to subdivision (c), the
5 court shall dismiss any cause of action based upon the notice served
6 pursuant to subdivision (c) if the tenant, within five days of the
7 court's order to do so, makes the payment required by subparagraph
8 (B) of paragraph (2) of subdivision (g), provided that if the fifth
9 day falls on a Saturday, Sunday, or judicial holiday the last day to
10 pay shall be extended to the next court day.

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

15 (i) Notwithstanding any other law, a notice which is served
16 pursuant to subdivision (b) or (c) that complies with the
17 requirements of this chapter and subdivision (e) of Section 798.56
18 of the Civil Code or paragraphs (2) and (3) of Section 1161, as
19 applicable, need not include specific language required by any
20 ordinance, resolution, regulation, or administrative action adopted
21 by a city, county, or city and county.

22 *SEC. 16. Section 1179.03.5 of the Code of Civil Procedure is*
23 *amended to read:*

24 1179.03.5. (a) Before ~~July~~ *October* 1, 2021, a court may not
25 find a tenant guilty of an unlawful detainer unless it finds that one
26 of the following applies:

27 (1) The tenant was guilty of the unlawful detainer before March
28 1, 2020.

29 (2) In response to service of a notice demanding payment of
30 COVID-19 rental debt pursuant to subdivision (e) of Section 798.56
31 of the Civil Code or paragraph (2) or (3) of Section 1161, the tenant
32 failed to comply with the requirements of Section 1179.03.

33 (3) (A) The unlawful detainer arises because of a termination
34 of tenancy for any of the following:

35 (i) An at-fault just cause, as defined in paragraph (1) of
36 subdivision (b) of Section 1946.2 of the Civil Code.

37 (ii) (I) A no-fault just cause, as defined in paragraph (2) of
38 subdivision (b) of Section 1946.2 of the Civil Code, other than
39 intent to demolish or to substantially remodel the residential real

1 property, as defined in subparagraph (D) of paragraph (2) of
2 subdivision (b) of Section 1946.2.

3 (II) Notwithstanding subclause (I), termination of a tenancy
4 based on intent to demolish or to substantially remodel the
5 residential real property shall be permitted if necessary to maintain
6 compliance with the requirements of Section 1941.1 of the Civil
7 Code, Section 17920.3 or 17920.10 of the Health and Safety Code,
8 or any other applicable law governing the habitability of residential
9 rental units.

10 (iii) The owner of the property has entered into a contract for
11 the sale of that property with a buyer who intends to occupy the
12 property, and all the requirements of paragraph (8) of subdivision
13 (e) of Section 1946.2 of the Civil Code have been satisfied.

14 (B) In an action under this paragraph, other than an action to
15 which paragraph (2) also applies, the landlord shall be precluded
16 from recovering COVID-19 rental debt in connection with any
17 award of damages.

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

22 (2) A landlord who is required to assist the tenant to relocate
23 pursuant to Section 1946.2 of the Civil Code or any other law,
24 may offset the tenant's COVID-19 rental debt against their
25 obligation to assist the tenant to relocate.

26 *SEC. 17. Section 1179.04 of the Code of Civil Procedure is*
27 *amended to read:*

28 1179.04. (a) On or before September 30, 2020, a landlord shall
29 provide, in at least 12-point type, the following notice to tenants
30 who, as of September 1, 2020, have not paid one or more rental
31 payments that came due during the protected time period:

32
33 “NOTICE FROM THE STATE OF CALIFORNIA: The
34 California Legislature has enacted the COVID-19 Tenant Relief
35 Act of 2020 which protects renters who have experienced
36 COVID-19-related financial distress from being evicted for failing
37 to make rental payments due between March 1, 2020, and January
38 31, 2021.

39 “COVID-19-related financial distress” means any of the
40 following:

- 1 1. Loss of income caused by the COVID-19 pandemic.
- 2 2. Increased out-of-pocket expenses directly related to
- 3 performing essential work during the COVID-19 pandemic.
- 4 3. Increased expenses directly related to the health impact of the
- 5 COVID-19 pandemic.
- 6 4. Childcare responsibilities or responsibilities to care for an
- 7 elderly, disabled, or sick family member directly related to the
- 8 COVID-19 pandemic that limit your ability to earn income.
- 9 5. Increased costs for childcare or attending to an elderly,
- 10 disabled, or sick family member directly related to the COVID-19
- 11 pandemic.
- 12 6. Other circumstances related to the COVID-19 pandemic that
- 13 have reduced your income or increased your expenses.

14 This law gives you the following protections:

- 15 1. If you failed to make rental payments due between March 1,
- 16 2020, and August 31, 2020, because you had decreased income or
- 17 increased expenses due to the COVID-19 pandemic, as described
- 18 above, you cannot be evicted based on this nonpayment.
- 19 2. If you are unable to pay rental payments that come due
- 20 between September 1, 2020, and January 31, 2021, because of
- 21 decreased income or increased expenses due to the COVID-19
- 22 pandemic, as described above, you cannot be evicted if you pay
- 23 25 percent of the rental payments missed during that time period
- 24 on or before January 31, 2021.

25 You must provide, to your landlord, a declaration under penalty
26 of perjury of your COVID-19-related financial distress attesting
27 to the decreased income or increased expenses due to the
28 COVID-19 pandemic to be protected by the eviction limitations
29 described above. Before your landlord can seek to evict you for
30 failing to make a payment that came due between March 1, 2020,
31 and January 31, 2021, your landlord will be required to give you
32 a 15-day notice that informs you of the amounts owed and includes
33 a blank declaration form you can use to comply with this
34 requirement.

35 If your landlord has proof of income on file which indicates that
36 your household makes at least 130 percent of the median income
37 for the county where the rental property is located, as published
38 by the Department of Housing and Community Development in
39 the Official State Income Limits for 2020, your landlord may also
40 require you to provide documentation which shows that you have

1 experienced a decrease in income or increase in expenses due to
 2 the COVID-19 pandemic. Your landlord must tell you in the 15-day
 3 notice whether your landlord is requiring that documentation. Any
 4 form of objectively verifiable documentation that demonstrates
 5 the financial impact you have experienced is sufficient, including
 6 a letter from your employer, an unemployment insurance record,
 7 or medical bills, and may be provided to satisfy the documentation
 8 requirement.

9 It is very important you do not ignore a 15-day notice to pay
 10 rent or quit or a notice to perform covenants or quit from your
 11 landlord. If you are served with a 15-day notice and do not provide
 12 the declaration form to your landlord before the 15-day notice
 13 expires, you could be evicted. You could also be evicted beginning
 14 February 1, 2021, if you owe rental payments due between
 15 September 1, 2020, and January 31, 2021, and you do not pay an
 16 amount equal to at least 25 percent of the payments missed for
 17 that time period.

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

20
 21 (b) On or before February 28, 2021, a landlord shall provide,
 22 in at least 12-point type, the following notice to tenants who, as
 23 of February 1, 2021, have not paid one or more rental payments
 24 that came due during the covered time period:

25 “NOTICE FROM THE STATE OF CALIFORNIA: The
 26 California Legislature has enacted the COVID-19 Tenant Relief
 27 Act which protects renters who have experienced
 28 COVID-19-related financial distress from being evicted for failing
 29 to make rental payments due between March 1, 2020, and June
 30 30, 2021.

31 “COVID-19-related financial distress” means any of the
 32 following:

- 33 1. Loss of income caused by the COVID-19 pandemic.
- 34 2. Increased out-of-pocket expenses directly related to
- 35 performing essential work during the COVID-19 pandemic.
- 36 3. Increased expenses directly related to the health impact of the
- 37 COVID-19 pandemic.
- 38 4. Childcare responsibilities or responsibilities to care for an
- 39 elderly, disabled, or sick family member directly related to the
- 40 COVID-19 pandemic that limit your ability to earn income.

1 5. Increased costs for childcare or attending to an elderly,
2 disabled, or sick family member directly related to the COVID-19
3 pandemic.

4 6. Other circumstances related to the COVID-19 pandemic that
5 have reduced your income or increased your expenses.

6 This law gives you the following protections:

7 1. If you failed to make rental payments due between March 1,
8 2020, and August 31, 2020, because you had decreased income or
9 increased expenses due to the COVID-19 pandemic, as described
10 above, you cannot be evicted based on this nonpayment.

11 2. If you are unable to pay rental payments that come due
12 between September 1, 2020, and June 30, 2021, because of
13 decreased income or increased expenses due to the COVID-19
14 pandemic, as described above, you cannot be evicted if you pay
15 25 percent of the rental payments missed during that time period
16 on or before June 30, 2021.

17 You must provide, to your landlord, a declaration under penalty
18 of perjury of your COVID-19-related financial distress attesting
19 to the decreased income or increased expenses due to the
20 COVID-19 pandemic to be protected by the eviction limitations
21 described above. Before your landlord can seek to evict you for
22 failing to make a payment that came due between March 1, 2020,
23 and June 30, 2021, your landlord will be required to give you a
24 15-day notice that informs you of the amounts owed and includes
25 a blank declaration form you can use to comply with this
26 requirement.

27 If your landlord has proof of income on file which indicates that
28 your household makes at least 130 percent of the median income
29 for the county where the rental property is located, as published
30 by the Department of Housing and Community Development in
31 the Official State Income Limits for 2020, your landlord may also
32 require you to provide documentation which shows that you have
33 experienced a decrease in income or increase in expenses due to
34 the COVID-19 pandemic. Your landlord must tell you in the 15-day
35 notice whether your landlord is requiring that documentation. Any
36 form of objectively verifiable documentation that demonstrates
37 the financial impact you have experienced is sufficient, including
38 a letter from your employer, an unemployment insurance record,
39 or medical bills, and may be provided to satisfy the documentation
40 requirement.

1 It is very important you do not ignore a 15-day notice to pay
2 rent or quit or a notice to perform covenants or quit from your
3 landlord. If you are served with a 15-day notice and do not provide
4 the declaration form to your landlord before the 15-day notice
5 expires, you could be evicted. You could also be evicted beginning
6 July 1, 2021 if you owe rental payments due between September
7 1, 2020, and June 30, 2021, and you do not pay an amount equal
8 to at least 25 percent of the payments missed for that time period.

9 **YOU MAY QUALIFY FOR RENTAL ASSISTANCE.** In
10 addition to extending these eviction protections, the State of
11 California, in partnership with federal and local governments, has
12 created an emergency rental assistance program to assist renters
13 who have been unable to pay their rent and utility bills as a result
14 of the COVID-19 pandemic. This program may be able to help
15 you get caught up with past-due rent. Additionally, depending on
16 the availability of funds, the program may also be able to assist
17 you with making future rental payments.

18 While not everyone will qualify for this assistance, you can apply
19 for it regardless of your citizenship or immigration status. There
20 is no charge to apply for or receive this assistance.

21 Additional information about the extension of the COVID-19
22 Tenant Relief Act and new state or local rental assistance programs,
23 including more information about how to qualify for assistance,
24 can be found by visiting <http://housingiskey.com> or by calling
25 1-833-422-4255.”

26
27 *(c) On or before July 31, 2021, a landlord shall provide, in at
28 least 12-point type, the following notice to tenants who, as of July
29 1, 2021, have not paid one or more rental payments that came due
30 during the covered time period:*

31
32 *“NOTICE FROM THE STATE OF CALIFORNIA: The California
33 Legislature has extended the COVID-19 Tenant Relief Act. The
34 law now protects renters who have experienced COVID-19-related
35 financial distress from being evicted for failing to make rental
36 payments due between March 1, 2020, and September 30, 2021.*

37 *“COVID-19-related financial distress” means any of the
38 following:*

39 *1. Loss of income caused by the COVID-19 pandemic.*

1 2. Increased out-of-pocket expenses directly related to
2 performing essential work during the COVID-19 pandemic.

3 3. Increased expenses directly related to the health impact of
4 the COVID-19 pandemic.

5 4. Childcare responsibilities or responsibilities to care for an
6 elderly, disabled, or sick family member directly related to the
7 COVID-19 pandemic that limit your ability to earn income.

8 5. Increased costs for childcare or attending to an elderly,
9 disabled, or sick family member directly related to the COVID-19
10 pandemic.

11 6. Other circumstances related to the COVID-19 pandemic that
12 have reduced your income or increased your expenses.

13 This law gives you the following protections:

14 1. If you failed to make rental payments due between March 1,
15 2020, and August 31, 2020, because you had decreased income
16 or increased expenses due to the COVID-19 pandemic, as
17 described above, you cannot be evicted based on this nonpayment.

18 2. If you are unable to pay rental payments that come due
19 between September 1, 2020, and September 30, 2021, because of
20 decreased income or increased expenses due to the COVID-19
21 pandemic, as described above, you cannot be evicted if you pay
22 25 percent of the rental payments missed during that time period
23 on or before September 30, 2021.

24 You must provide, to your landlord, a declaration under penalty
25 of perjury of your COVID-19-related financial distress attesting
26 to the decreased income or increased expenses due to the
27 COVID-19 pandemic to be protected by the eviction limitations
28 described above. Before your landlord can seek to evict you for
29 failing to make a payment that came due between March 1, 2020,
30 and September 30, 2021, your landlord will be required to give
31 you a 15-day notice that informs you of the amounts owed and
32 includes a blank declaration form you can use to comply with this
33 requirement.

34 If your landlord has proof of income on file that indicates that
35 your household makes at least 130 percent of the median income
36 for the county where the rental property is located, as published
37 by the Department of Housing and Community Development in
38 the Official State Income Limits for 2020, your landlord may also
39 require you to provide documentation that shows that you have
40 experienced a decrease in income or increase in expenses due to

1 *the COVID-19 pandemic. Your landlord must tell you in the 15-day*
 2 *notice whether your landlord is requiring that documentation. Any*
 3 *form of objectively verifiable documentation that demonstrates*
 4 *the financial impact you have experienced is sufficient, including*
 5 *a letter from your employer, an unemployment insurance record,*
 6 *or medical bills, and may be provided to satisfy the documentation*
 7 *requirement.*

8 *It is very important you do not ignore a 15-day notice to pay*
 9 *rent or quit or a notice to perform covenants or quit from your*
 10 *landlord. If you are served with a 15-day notice and do not provide*
 11 *the declaration form to your landlord before the 15-day notice*
 12 *expires, you could be evicted. You could also be evicted beginning*
 13 *October 1, 2021 if you owe rental payments due between September*
 14 *1, 2020, and September 30, 2021, and you do not pay an amount*
 15 *equal to at least 25 percent of the payments missed for that time*
 16 *period.*

17 **YOU MAY QUALIFY FOR RENTAL ASSISTANCE.** *In addition*
 18 *to extending these eviction protections, the State of California, in*
 19 *partnership with federal and local governments, has created an*
 20 *emergency rental assistance program to assist renters who have*
 21 *been unable to pay their rent and utility bills as a result of the*
 22 *COVID-19 pandemic. This program may be able to help you get*
 23 *caught up with past-due rent. Additionally, depending on the*
 24 *availability of funds, the program may also be able to assist you*
 25 *with making future rental payments.*

26 *While not everyone will qualify for this assistance, you can apply*
 27 *for it regardless of your citizenship or immigration status. There*
 28 *is no charge to apply for or receive this assistance.*

29 *Additional information about the extension of the COVID-19*
 30 *Tenant Relief Act and new state or local rental assistance*
 31 *programs, including more information about how to qualify for*
 32 *assistance, can be found by visiting <http://housingiskey.com> or by*
 33 *calling 1-833-430-2122.”*

34

35 (e)

36 (d) ~~The landlord may provide the notice required by subdivision~~
 37 ~~(a) or (b); subdivisions (a) to (c), inclusive, as applicable, in the~~
 38 ~~manner prescribed by Section 1162 or by mail.~~

39 (d)

1 (e) (1) A landlord may not serve a notice pursuant to subdivision
2 (b) or (c) of Section 1179.03 before the landlord has provided the
3 notice required by ~~subdivision (a) or (b)~~, *subdivisions (a) to (c)*,
4 *inclusive*, as applicable.

5 (2) The notice required by subdivision (a) may be provided to
6 a tenant concurrently with a notice pursuant to subdivision (b) or
7 (c) of Section 1179.03 that is served on or before September 30,
8 2020.

9 (3) The notice required by subdivision (b) may be provided to
10 a tenant concurrently with a notice pursuant to subdivision (b) or
11 (c) of Section 1179.03 that is served on or before February 28,
12 2021.

13 (4) *The notice required by subdivision (c) may be provided to*
14 *a tenant concurrently with a notice pursuant to subdivision (b) or*
15 *(c) of Section 1179.03 that is served on or before September 30,*
16 *2021.*

17 *SEC. 18. Section 1179.05 of the Code of Civil Procedure is*
18 *amended to read:*

19 1179.05. (a) Any ordinance, resolution, regulation, or
20 administrative action adopted by a city, county, or city and county
21 in response to the COVID-19 pandemic to protect tenants from
22 eviction is subject to all of the following:

23 (1) Any extension, expansion, renewal, reenactment, or new
24 adoption of a measure, however delineated, that occurs between
25 August 19, 2020, and ~~June 30, 2021~~, *March 31, 2022*, shall have
26 no effect before ~~July 1, 2021~~. *April 1, 2022*.

27 (2) Any provision which allows a tenant a specified period of
28 time in which to repay COVID-19 rental debt shall be subject to
29 all of the following:

30 (A) If the provision in effect on August 19, 2020, required the
31 repayment period to commence on a specific date on or before
32 ~~August 1, 2021~~, *May 1, 2022*, any extension of that date made
33 after August 19, 2020, shall have no effect.

34 (B) If the provision in effect on August 19, 2020, required the
35 repayment period to commence on a specific date after ~~August 1,~~
36 ~~2021~~, *May 1, 2022*, or conditioned commencement of the
37 repayment period on the termination of a proclamation of state of
38 emergency or local emergency, the repayment period is deemed
39 to begin on ~~August 1, 2021~~. *May 1, 2022*.

1 (C) The specified period of time during which a tenant is
2 permitted to repay COVID-19 rental debt may not extend beyond
3 the period that was in effect on August 19, 2020. In addition, a
4 provision may not permit a tenant a period of time that extends
5 beyond ~~August 31, 2022, May 31, 2023~~, to repay COVID-19 rental
6 debt.

7 (b) This section does not alter a city, county, or city and county's
8 authority to extend, expand, renew, reenact, or newly adopt an
9 ordinance that requires just cause for termination of a residential
10 tenancy or amend existing ordinances that require just cause for
11 termination of a residential tenancy, consistent with subdivision
12 (g) of Section 1946.2, provided that a provision enacted or amended
13 after August 19, 2020, shall not apply to rental payments that came
14 due between March 1, 2020, and ~~June 30, 2021~~. *March 31, 2022*.

15 (c) The one-year limitation provided in subdivision (2) of
16 Section 1161 is tolled during any time period that a landlord is or
17 was prohibited by any ordinance, resolution, regulation, or
18 administrative action adopted by a city, county, or city and county
19 in response to the COVID-19 pandemic to protect tenants from
20 eviction based on nonpayment of rental payments from serving a
21 notice that demands payment of COVID-19 rental debt pursuant
22 to subdivision (e) of Section 798.56 of the Civil Code or paragraph
23 (2) of Section 1161.

24 (d) It is the intent of the Legislature that this section be applied
25 retroactively to August 19, 2020.

26 (e) The Legislature finds and declares that this section addresses
27 a matter of statewide concern rather than a municipal affair as that
28 term is used in Section 5 of Article XI of the California
29 Constitution. Therefore, this section applies to all cities, including
30 charter cities.

31 (f) It is the intent of the Legislature that the purpose of this
32 section is to protect individuals negatively impacted by the
33 COVID-19 pandemic, and that this section does not provide the
34 Legislature's understanding of the legal validity on any specific
35 ordinance, resolution, regulation, or administrative action adopted
36 by a city, county, or city and county in response to the COVID-19
37 pandemic to protect tenants from eviction.

38 *SEC. 19. Section 1179.07 of the Code of Civil Procedure is*
39 *amended to read:*

1 1179.07. This chapter shall remain in effect until ~~July~~ *October*
2 1, 2025, and as of that date is repealed.

3 *SEC. 20. Chapter 6 (commencing with Section 1179.08) is*
4 *added to Title 3 of Part 3 of the Code of Civil Procedure, to read:*

5
6 *CHAPTER 6. COVID-19 RENTAL HOUSING RECOVERY ACT*
7

8 *1179.08. This chapter shall be known, and may be cited, as*
9 *the COVID-19 Rental Housing Recovery Act.*

10 *1179.09. For purposes of this chapter:*

11 (a) *“Approved application” means an application for which a*
12 *government rental assistance program has verified applicant*
13 *eligibility, and the requested funds have been obligated to the*
14 *applicant for payment.*

15 (b) *“COVID-19 recovery period rental debt” means a rental*
16 *debt of a tenant under a tenancy that came due between October*
17 *1, 2021, and March 31, 2022.*

18 (c) *“COVID-19 rental debt” has the same meaning as defined*
19 *in Section 1179.02.*

20 (d) (1) *“Final decision” means either of the following*
21 *determinations by a government rental assistance program*
22 *regarding an application for rental assistance:*

23 (A) *The application is an approved application.*

24 (B) *The application is denied for any of the following reasons:*

25 (i) *The tenant is not eligible for government rental assistance.*

26 (ii) *The government rental assistance program no longer has*
27 *sufficient rental assistance funds to approve the application.*

28 (iii) *The application for government rental assistance remains*
29 *incomplete 15 days, excluding Saturdays, Sundays, and other*
30 *judicial holidays, after the landlord properly completed the portion*
31 *of the application that is the responsibility of the landlord because*
32 *of failure on the part of the tenant to properly complete the portion*
33 *of the application that is the responsibility of the tenant.*

34 (2) *“Final decision” does not include any of the following:*

35 (A) *The rejection of an application as incomplete or improperly*
36 *completed by a landlord.*

37 (B) *Notification that an application is temporarily pending*
38 *further action by the government rental assistance program or the*
39 *applicant.*

1 (C) Notification that the landlord or tenant applied to the wrong
2 government rental assistance program for the property or rental
3 debt at issue.

4 (e) “Government rental assistance program” means any rental
5 assistance program authorized pursuant to Chapter 17
6 (commencing with Section 50897) of Part 2 of Division 31 of the
7 Health and Safety Code.

8 (f) “Pertinent government rental assistance program” means
9 a government rental assistance program for the city, county, or
10 city and county in which the property at issue is located.

11 (g) “Rental debt” means an unpaid rent or other unpaid
12 financial obligation of a tenant under the tenancy that has come
13 due.

14 (h) (1) “Rental debt that accumulated due to COVID-19
15 hardship” means COVID-19 rental debt, COVID-19 recovery
16 period rental debt, or a combination of both, if it accumulated
17 during a tenancy initially established before October 1, 2021.

18 (2) (A) For purposes of this subdivision, a tenancy is initially
19 established when the tenants first lawfully occupy the premises.

20 (B) Any of the following do not initially establish a tenancy:

21 (i) The renewal of a periodic tenancy.

22 (ii) The extension of an existing lease or rental agreement.

23 (iii) The execution of a new lease or rental agreement with one
24 or more individuals who already lawfully occupy the premises.

25 1179.10. (a) A notice for a residential rental property that
26 demands payment of COVID-19 recovery period rental debt and
27 that is served pursuant to subdivision (e) of Section 798.56 of the
28 Civil Code or paragraph (2) or (3) of Section 1161 shall be
29 modified as follows:

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

34 (2) The notice shall include all of the following:

35 (A) The amount of rent demanded and the date each amount
36 became due.

37 (B) The telephone number and internet website address of the
38 pertinent government rental assistance program.

39 (C) The following bold text in at least 12-point font:

40

1 “IMPORTANT NOTICE FROM THE STATE OF CALIFORNIA
2 – YOU MUST TAKE ACTION TO AVOID AN EVICTION: As part
3 of the state’s COVID-19 relief plan, money has been set aside to
4 help renters who have fallen behind on rent or utility payments.

5 If you cannot pay the amount demanded in this notice, YOU
6 SHOULD COMPLETE A RENTAL ASSISTANCE APPLICATION
7 IMMEDIATELY! It is free and simple to apply. Citizenship or
8 immigration status does not matter.

9 DO NOT DELAY! IF YOU DO NOT COMPLETE YOUR
10 APPLICATION FOR RENTAL ASSISTANCE WITHIN 15
11 BUSINESS DAYS, YOUR LANDLORD MAY BE ABLE TO SUE
12 TO OBTAIN A COURT ORDER FOR YOUR EVICTION.

13 You can start your application by calling 1-833-430-2122 or
14 visiting <http://housingiskey.com>.

15
16 (D) If the landlord was required, pursuant to Section 1632 of
17 the Civil Code, to provide a translation of the rental contract or
18 agreement in the language in which the contract or agreement
19 was negotiated, the landlord shall also provide the text of the
20 notice in subparagraph (C) to the tenant in the language in which
21 the contract or agreement was negotiated. The Business, Consumer
22 Services, and Housing Agency shall make available on the
23 <http://housingiskey.com> internet website an official translation of
24 the text required by subparagraph (C) in the languages specified
25 in Section 1632 of the Civil Code by no later than September 15,
26 2021.

27 (b) (1) A notice that demands payment of COVID-19 recovery
28 period rental debt that does not meet the requirements of this
29 section is not sufficient to establish a cause of action for unlawful
30 detainer or a basis for default judgment.

31 (2) The court, upon its own motion or upon a motion by a
32 defendant in the case, shall dismiss a cause of action for unlawful
33 detainer that is based on a notice that demands payment of
34 COVID-19 recovery period rental debt if the notice does not meet
35 the requirements of this section.

36 (3) A defendant may raise the insufficiency of a notice pursuant
37 to this section as a complete defense to an unlawful detainer.

38 1179.11. On or after October 1, 2021, and before March 31,
39 2022, in an unlawful detainer action pertaining to residential real
40 property and based, in whole or in part, on nonpayment of rental

1 *debt that accumulated due to COVID-19 hardship, all of the*
2 *following shall apply:*

3 *(a) A court shall not issue a summons on a complaint for*
4 *unlawful detainer that seeks possession of residential real property*
5 *based on nonpayment of rental debt that accumulated due to*
6 *COVID-19 hardship unless the plaintiff, in addition to any other*
7 *requirements provided by law, also files any of the following:*

8 *(1) Both of the following:*

9 *(A) A statement verifying, under penalty of perjury, that before*
10 *filing the complaint, the landlord completed an application for*
11 *government rental assistance to cover the rental debt demanded*
12 *from the defendants in the case, but the application was denied.*

13 *(B) A copy of a final decision from the pertinent government*
14 *rental assistance program denying a rental assistance application*
15 *for the property at issue in the case.*

16 *(2) A statement, under penalty of perjury, verifying that all of*
17 *the following are true:*

18 *(A) Before filing the complaint, the landlord submitted a*
19 *completed application, as defined in Section 50897 of the Health*
20 *and Safety Code, for rental assistance to the pertinent government*
21 *rental assistance program to cover the rental debt demanded from*
22 *the defendants in the case.*

23 *(B) Twenty days have passed since the later of the following:*

24 *(i) The date that the landlord submitted the application as*
25 *described in subparagraph (A).*

26 *(ii) The date that the landlord served the tenant with the*
27 *three-day notice underlying the complaint.*

28 *(C) The landlord has not received notice or obtained verification*
29 *from the pertinent government rental assistance program indicating*
30 *that the tenant has submitted a completed application for rental*
31 *assistance to cover the rental debt demanded from the defendants*
32 *in the case.*

33 *(D) The landlord has received no communication from the tenant*
34 *that the tenant has applied for government rental assistance to*
35 *cover the unpaid rental debt demanded from the defendants in the*
36 *case.*

37 *(3) A statement, under penalty of perjury, that the rental debt*
38 *demanded from the defendant in the complaint accumulated under*
39 *a tenancy that was initially established, as described in paragraph*

1 (2) of subdivision (h) of Section 1179.09, on or after October 1,
2 2021.

3 (b) A statement under penalty of perjury described in subdivision
4 (a) shall be made on a form developed or revised by the Judicial
5 Council for this purpose if the Judicial Council determines that
6 this requirement is necessary to accomplish the purpose of the
7 statement.

8 (c) (1) A judgment or default judgment shall not issue in favor
9 of the plaintiff unless the court finds, upon review of the pleadings
10 and any other evidence brought before it, that both of the following
11 are true:

12 (A) Before filing the complaint, the plaintiff completed an
13 application to the pertinent government rental assistance program
14 for rental assistance to cover the rental debt demanded in the
15 complaint.

16 (B) The plaintiff's application for rental assistance was denied
17 because of lack of eligibility, lack of funding, or the application
18 remained incomplete due to the tenant's failure to properly
19 complete the portion of the application that is the responsibility
20 of the tenant for 15 days, excluding Saturdays, Sundays, and other
21 judicial holidays, after the landlord properly completed the portion
22 of the application that is responsibility of the landlord.

23 (2) In making its findings pursuant to this paragraph, the court
24 may take judicial notice of information available to the court
25 pursuant to Section 1179.12.

26 (d) In addition to the summons, the complaint, and any other
27 required document, the plaintiff shall serve the defendant with
28 copies of the statement and final decision filed with the court
29 pursuant to subdivision (a). The absence of these copies shall be
30 sufficient grounds to grant a motion to quash service of the
31 summons.

32 (e) If the defendant contests whether the plaintiff has met the
33 requirements of subdivision (c), the plaintiff shall bear the burden
34 of proving to the court that the plaintiff has met those requirements.

35 (f) The Legislature finds and declares all of the following:

36 (1) For rental debt that accumulated due to COVID-19 hardship
37 that was incurred on or after October 1, 2021, and before March
38 31, 2022, a landlord must be compensated for all of the unpaid
39 rent demanded in the notice that forms the basis of the complaint

1 *in order to prevent an unlawful detainer judgment based on that*
2 *complaint.*

3 *(2) That for rental debt that accumulated due to COVID-19*
4 *hardship that was incurred on or after September 1, 2020, and*
5 *before September 30, 2021, a landlord must be provided 25 percent*
6 *of the unpaid rent demanded in the notice that forms the basis of*
7 *the complaint before October 1, 2021, in order to prevent an*
8 *unlawful detainer judgment based on that complaint.*

9 *(g) A summons on a complaint issued pursuant to paragraph*
10 *(3) of subdivision (a) shall not be construed to subject the*
11 *complaint to the requirements of this chapter.*

12 *1179.12. (a) Each government rental assistance program shall,*
13 *by no later than September 15, 2021, develop mechanisms,*
14 *including, but not limited to, telephone or online access, through*
15 *which landlords, tenants, and the court may do both of the*
16 *following:*

17 *(1) Verify the status of an application for rental assistance based*
18 *upon the property address and a unique application number.*

19 *(2) Obtain copies of any determination on an application for*
20 *rental assistance. A determination shall indicate all of the*
21 *following:*

22 *(A) The name of the tenant that is the subject of the application.*

23 *(B) The address of the property that is the subject of the*
24 *application.*

25 *(C) Whether the application has been approved or denied.*

26 *(D) If the application has been approved, then the amount of*
27 *the payment that has been approved and the period and type of*
28 *rental debt to which the amount corresponds.*

29 *(E) If the application has been denied, the reason for the denial,*
30 *which shall be any of the following:*

31 *(i) The tenant is ineligible for government rental assistance.*

32 *(ii) The government rental assistance program no longer has*
33 *sufficient funds to approve the application.*

34 *(iii) The application remained incomplete 15 days, excluding*
35 *Saturdays, Sundays, and other judicial holidays, after it was*
36 *initially submitted because of failure on the part of the tenant to*
37 *provide required information.*

38 *(b) A government rental assistance program that does not*
39 *comply with this section shall be deemed ineligible to receive*

1 further block grant allocations pursuant to Section 50897.2 of, or
2 50897.2.1 of, the Health and Safety Code.

3 (c) It shall be unlawful for a person to access or use any
4 information available pursuant to subdivision (a) for any purpose
5 other than to determine the status of an application for assistance.

6 1179.13. (a) A court shall prevent the forfeiture of a lease or
7 rental agreement, whether written or oral, and whether or not the
8 tenancy has terminated, and restore the tenant to the former estate
9 or tenancy, if necessary, if all of the following apply:

10 (1) The complaint for unlawful detainer is based on a demand
11 for payment of rental debt that accumulated due to COVID-19
12 financial hardship.

13 (2) (A) The tenant submits verification to the court that a
14 government rental assistance program has approved an application
15 for rental assistance corresponding to part or all of the rental debt
16 demanded in the complaint.

17 (B) The verification described in this paragraph shall be in the
18 form of either of the following:

19 (i) A copy of a final decision from the government rental
20 assistance program showing the property address, the amount of
21 payment approved, and the time period for which assistance was
22 provided.

23 (ii) The property address and a unique application number to
24 enable the court to obtain confirmation of the final decision, the
25 corresponding property address, the amount of the payment
26 approved, and the time period for which assistance was provided.

27 (3) The approved payment from the rental assistance program,
28 together with any additional payments made by the tenant,
29 constitute full payment of the rental debt demanded in the
30 complaint.

31 (b) An application pursuant to this section may be made only
32 at any time before restoration of the premises to the landlord.

33 (c) (1) An application pursuant to this section shall consist of
34 verification that a government rental assistance program has
35 approved an application for rental assistance corresponding to
36 the rental debt demanded in the complaint.

37 (2) The verification described in this subdivision shall consist
38 of either of the following:

1 (A) A copy of the final decision from the government rental
2 assistance program approving the application, showing the
3 property address, and indicating the amount of payment approved.

4 (B) A property address and unique application number to enable
5 the court to obtain confirmation of the final decision, the
6 corresponding property address, and the amount of the payment
7 approved.

8 (3) (A) Except as provided in subparagraph (B), a tenant shall
9 not be required to file any documentation not described in
10 paragraph (1) or pleading with the court in order to apply for
11 relief pursuant to this section.

12 (B) The verification required by this subdivision shall be
13 provided on or accompanied by a form developed or revised by
14 the Judicial Council for this purpose if the Judicial Council
15 determines that this requirement is necessary to accomplish the
16 purpose of the verification.

17 (d) Upon the filing of an application for relief pursuant to this
18 section, the court shall do both of the following:

19 (1) Set a hearing on the matter on not less than 5 days' notice
20 and not more than 10 days' notice to the parties, to be given by
21 the court, and to be held separately or in conjunction with any
22 regularly noticed hearing or trial in the case.

23 (2) Stay the action if no judgment has been entered in the case,
24 immediately stay execution of any writ of possession issued in the
25 case through the date of the hearing, and notify the sheriff
26 accordingly.

27 (e) (1) At the hearing set pursuant to paragraph (1) of
28 subdivision (d), the court shall rule upon the application for relief
29 pursuant to this section in one of the following ways:

30 (A) If the tenant does not qualify for relief pursuant to
31 subdivision (a), the court shall deny the application. A denial
32 pursuant to this subparagraph may be used as evidence in an
33 unlawful detainer action between the parties.

34 (B) If the tenant qualifies for relief pursuant to subdivision (a),
35 and the plaintiff has received all of the payments described in
36 paragraph (3) of subdivision (a), then the court shall grant the
37 application, set aside any judgment issued in the case, and dismiss
38 the case.

39 (C) If the tenant qualifies for relief pursuant to subdivision (a),
40 and the plaintiff has not received all of the payments described in

1 *paragraph (3) of subdivision (a), the court shall do all of the*
2 *following:*

3 *(i) Set a followup hearing to be held within 15 days, excluding*
4 *Saturdays, Sundays, and other judicial holidays.*

5 *(ii) Extend the stay of the action through the date of that*
6 *followup hearing.*

7 *(iii) Extend the stay of execution of any writ of possession in*
8 *the case through the date of that followup hearing.*

9 *(D) At any followup hearing pursuant to subparagraph (C), the*
10 *court shall issue one of the following orders:*

11 *(i) If the government rental assistance program has withdrawn*
12 *the approval of rental assistance, then the court shall deny the*
13 *application.*

14 *(ii) If the plaintiff has received all of the payments described in*
15 *paragraph (3) of subdivision (a), then the court shall grant the*
16 *application, set aside any judgment issued in the case, and dismiss*
17 *the case.*

18 *(iii) If the government rental assistance program has not*
19 *withdrawn the approval of rental assistance, but the landlord has*
20 *not received all of the payments described in paragraph (3) of*
21 *subdivision (a) because the rental assistance program has not yet*
22 *issued its part of the payment, then the court shall order another*
23 *followup hearing in accordance with this subparagraph.*

24 *(iv) If the government rental assistance program has not*
25 *withdrawn the approval of rental assistance, but the landlord has*
26 *not received all of the payments described in paragraph (3) of*
27 *subdivision (a) because the tenant has not yet paid the tenant's*
28 *part of the payment, then the court shall deny the application with*
29 *prejudice.*

30 *(2) If a court grants an application for relief pursuant to this*
31 *section, the tenant shall not be considered the prevailing party for*
32 *purposes of Section 1032, any attorney's fee provision appearing*
33 *in contract or statute, or any other law.*

34 *1179.14. If the criteria for issuance of a summons pursuant to*
35 *subdivision (a) of Section 1179.11 have not been satisfied within*
36 *60 days of the complaint's filing, the court shall dismiss the action*
37 *without prejudice.*

38 *1179.15. This chapter shall remain in effect until September*
39 *30, 2024, and as of that date is repealed.*

1 SEC. 21. Section 50897 of the Health and Safety Code is
 2 amended to read:

3 50897. For purposes of this chapter:

4 (a) “City” means a city or a city and county. For purposes of
 5 this chapter, a city may be organized either under the general laws
 6 of this state or under a charter adopted pursuant to Section 3 of
 7 Article XI of the California Constitution.

8 (b) “County” means a county, including a county organized
 9 under a charter adopted pursuant to Section 3 of Article XI of the
 10 California Constitution, or a city and county.

11 (c) “Completed application” means an application for which
 12 a landlord or eligible household, as applicable, has provided all
 13 the necessary contact information and documentation required
 14 for a government rental assistance program to initiate a review
 15 of the application for eligibility.

16 (e)

17 (d) “Department” means the Department of Housing and
 18 Community Development.

19 (d) “Eligible

20 (e) (1) “Eligible household” has the same meaning as defined
 21 in Section 501(k)(3) of Subtitle A of Title V of Division N of the
 22 federal Consolidated Appropriations Act, 2021 (Public Law
 23 116-260).

24 (2) Notwithstanding paragraph (1), for purposes of Round 2,
 25 “eligible household” has the same meaning as defined in Section
 26 3201(f)(2) of Subtitle B of Title III of the American Rescue Plan
 27 Act of 2021 (Public Law 117-2).

28 (e)

29 (f) “Federally recognized tribe” means an Indian tribe, as
 30 described in Section 501(k)(2)(C) of Subtitle A of Title V of
 31 Division N of the federal Consolidated Appropriations Act, 2021
 32 (Public Law 116-260).

33 (f) “Funding target” means an allocation goal within a
 34 reservation pool to guide outreach and disbursement of funds to
 35 achieve the program’s policy goals within a geographic reservation
 36 pool.

37 (g) “Grantee” means a locality or a federally recognized tribe
 38 that participates in a rental assistance program pursuant to this
 39 chapter: city, including a charter city, a county, including a charter
 40 county, or a city and county, including a charter city and county,

1 *that participates in a rental assistance program pursuant to this*
2 *chapter.*

3 ~~(h) “Locality” means a city, including a charter city, a county,~~
4 ~~including a charter county, or a city and county, including a charter~~
5 ~~city and county.~~

6 (h) *“Option A” means the administrative option grantees utilize*
7 *pursuant to subparagraphs (A) and (B) of paragraph (1) of*
8 *subdivision (b) of Section 50897.3 or subparagraphs (A) and (B)*
9 *of paragraph (1) of subdivision (b) of Section 50897.3.1, as*
10 *applicable.*

11 (i) *“Option B” means the administrative option grantees utilize*
12 *pursuant to Section 50897.2 or 50897.2.1, as applicable.*

13 (j) *“Option C” means the administrative option grantees utilize*
14 *pursuant to paragraph (2) of subdivision (b) of Section 50897.3*
15 *or paragraph (2) of subdivision (b) of Section 50897.3.1, as*
16 *applicable.*

17 ~~(i)~~

18 (k) *“Program” means the process for awarding funds for state*
19 *rental assistance pursuant to this chapter, as provided in Section*
20 *50897.2 or 50897.3, 50897.2, 50897.2.1, 50897.3, or 50897.3.1,*
21 *as applicable.*

22 ~~(j)~~

23 (l) *“Program implementer” means the contracted vendor selected*
24 *to administer emergency rental assistance under the program*
25 *pursuant to paragraph (1) of subdivision (a) of Section 50897.3.*

26 ~~(k)~~

27 (m) *“Prospective rent payment” means a rent payment eligible*
28 *for financial assistance pursuant to Section 501(c)(2)(A) of Subtitle*
29 *A of Title V of Division N of the federal Consolidated*
30 *Appropriations Act, 2021 (Public Law 116-260).*

31 ~~(l)~~

32 (n) *“Rental arrears” means rental arrears eligible for financial*
33 *assistance pursuant to Section 501(c)(2)(A) of Subtitle A of Title*
34 *V of Division N of the federal Consolidated Appropriations Act,*
35 *2021 (Public Law 116-260).*

36 ~~(m)~~

37 ~~“Reservation pool” means the amount of program funds set~~
38 ~~aside for a select geographic area.~~

39 (o) *“Round 1” means the state rental assistance program*
40 *established by funds provided by Subtitle A of Title V of Division*

1 *N of the federal Consolidated Appropriations Act, 2021 (Public*
 2 *Law 116-260).*

3 *(p) “Round 2” means the state rental assistance program*
 4 *established by funds provided by Section 3201 of Subtitle B of Title*
 5 *III of the federal American Rescue Plan Act of 2021 (Public Law*
 6 *117-2).*

7 ~~(n)~~

8 *(q) “State reservation table” means the methodology—of*
 9 ~~*distributing for allocating the state’s portion of funding received*~~
 10 ~~*from Subtitle A of Title V of Division N of the federal*~~
 11 ~~*Consolidated Appropriations Act, 2021 (Public Law 116-260) and*~~
 12 ~~*allocated among the following components: for Round 1 and Round*~~
 13 ~~*2 as follows:*~~

14 ~~*(1) No (A) With respect to funding received for Round 1, no*~~
 15 ~~*more than 10 percent for state administration.*~~

16 ~~*(2) One*~~

17 *(B) Round 1 shall include one hundred fifty million dollars*
 18 *(\$150,000,000) total set aside for smaller counties with a*
 19 *population less than 200,000, allocated based on the proportional*
 20 *share of population from the 2019 federal census data.*

21 ~~*(3)*~~

22 *(C) The remainder of the state allocation to be distributed to*
 23 ~~*eligible localities grantees*~~ *with a population 200,000 or greater,*
 24 *based on their proportional share of population from the 2019*
 25 *federal census data.*

26 *(2) (A) With respect to funding for Round 2, no more than 15*
 27 *percent shall be used for state administration.*

28 *(B) Subject to the requirements of this paragraph, Round 2*
 29 *funding shall include one hundred twenty-five million dollars*
 30 *(\$125,000,000) total set aside for counties with a population less*
 31 *than 200,000, allocated based on their proportional share of the*
 32 *population from the 2019 federal census data.*

33 *(C) The remainder of the state allocation to be distributed to*
 34 *grantees with a population 200,000 or greater, based on their*
 35 *proportional share of population from the 2019 federal census*
 36 *data.*

37 *(D) The department shall pay all grantees an initial payment*
 38 *that is equal to an amount not less than 40 percent of each*
 39 *grantee’s total allocation provided under this paragraph.*

1 (i) *Subsequent payments shall be paid to grantees in tranches*
2 *up to the full amount of each grantee’s total state allocation in*
3 *accordance with a procedure established by the department that*
4 *shall require that a grantee have obligated not less than 75 percent*
5 *of funds provided pursuant to this subparagraph.*

6 (ii) *The department shall have the authority to reallocate unused*
7 *funds and shall prioritize allocating funds based on factors that*
8 *include a grantee’s unmet need, rate of application submissions,*
9 *rate of attrition, and rate of expenditures.*

10 ~~(r)~~

11 (r) *“Utilities” means utilities and home energy costs eligible*
12 *for financial assistance pursuant to Section 501(c)(2)(A) of Subtitle*
13 *A of Title V of Division N of the federal Consolidated*
14 *Appropriations Act, 2021 (Public Law 116-260).*

15 *SEC. 22. Section 50897.1 of the Health and Safety Code is*
16 *amended to read:*

17 50897.1. (a) (1) *Funds available for rental assistance pursuant*
18 *to this chapter shall consist of state rental assistance funds made*
19 *available pursuant to Subtitle A of Title V of Division N of the*
20 *federal Consolidated Appropriations Act, 2021 (Public Law*
21 *116-260) and Section 3201 of Subtitle B of Title III of the federal*
22 *American Rescue Plan Act of 2021 (Public Law 117-2) and shall*
23 *be administered by the department in accordance with this chapter*
24 *and applicable federal law.*

25 (2) ~~Each locality described in Section 50987.2~~ *grantee shall be*
26 *eligible to receive an allocation of rental assistance funds,*
27 *calculated in accordance with the state reservation table.*

28 (3) *The state high-need grantee set aside provided pursuant to*
29 *Section 3201(a)(2)(D) of Subtitle B of Title III of the American*
30 *Rescue Plan Act of 2021 (Public Law 117-2) shall be allocated or*
31 *administered by the department, or program implementer, pursuant*
32 *to applicable federal requirements.*

33 (4) *Additional rental assistance funds allocated to the state from*
34 *the United States Treasury pursuant to Section 501(d) of Subtitle*
35 *A of Title V of Division N of the federal Consolidated*
36 *Appropriations Act, 2021 (Public Law 116-260) or Section 3201(e)*
37 *of Subtitle B of Title III of the federal American Rescue Plan Act*
38 *of 2021 (Public Law 117-2) shall be allocated, at the department’s*
39 *discretion, with prioritization based on factors that include a*

1 grantee’s unmet need, rate of application submissions, rate of
2 attrition, and rate of expenditures.

3 (3)

4 (5) Except as otherwise provided in this chapter, funds available
5 for rental assistance administered pursuant to Section 50897.3 or
6 50897.3.1 shall consist of state rental assistance funds calculated
7 pursuant to the state reservation table.

8 (b) Funds provided for and administered pursuant to this chapter
9 shall be used in a manner consistent with federal law, including
10 the prioritization of assistance specified in Section 501(c)(4) of
11 Subtitle A of Title V of Division N of the federal Consolidated
12 Appropriations Act, 2021 (Public Law 116-260). In addition, in
13 providing assistance pursuant to this chapter, the department and,
14 if applicable, the program implementer shall prioritize communities
15 disproportionately impacted by COVID-19, as determined by the
16 department. State prioritization shall be as follows:

17 (1) ~~Round one priority~~ *Priority one* shall be eligible households,
18 as specified in Section 501(c)(4) of Subtitle A of Title V of
19 Division N of the federal Consolidated Appropriations Act, 2021
20 (Public Law 116-260), to expressly target assistance for eligible
21 households with a household income that is not more than 50
22 percent of the area median ~~income~~. *or any eligible households that*
23 *receive a notice described in Section 1179.10 of the Code of Civil*
24 *Procedure or a summons described in Section 1179.11 of the Code*
25 *of Civil Procedure.*

26 (2) ~~Round two priority~~ *Priority two* shall be communities
27 disproportionately impacted by COVID-19, as determined by the
28 department.

29 (3) ~~Round three priority~~ *Priority three* shall be eligible
30 households that are not otherwise prioritized as described in
31 paragraphs (1) and (2), to expressly include eligible households
32 with a household income that is not more than 80 percent of the
33 area median income.

34 (c) (1) Except as otherwise provided in paragraph (2), eligible
35 uses for funds made available to a grantee under this chapter shall
36 be as follows:

37 (A) Rental arrears.

38 (B) Prospective rent payments.

39 (C) Utilities, including arrears and prospective payments for
40 utilities.

1 (D) Any other expenses related to housing as provided in Section
2 501(c)(2)(A) of Subtitle A of Title V of Division N of the federal
3 Consolidated Appropriations Act, 2021 (Public Law 116-260).

4 (E) *Any additional use authorized under federal law and*
5 *guidance.*

6 (2) For purposes of stabilizing households and preventing
7 evictions, rental arrears shall be given priority for purposes of
8 providing rental assistance pursuant to this chapter.

9 (3) Remaining funds not used as described in paragraph (2) may
10 be used for any eligible use described in subparagraphs (B), (C),
11 and (D) of paragraph (1).

12 (d) ~~A grantee may provide payment of Assistance for rental~~
13 ~~arrears may be provided as a payment~~ directly to a landlord on
14 behalf of an eligible household by entering into an agreement with
15 the landlord, subject to both of the following:

16 (1) Assistance for rental arrears shall be set at compensation of
17 ~~80~~ 100 percent of an eligible household's unpaid rental debt
18 ~~accumulated from April 1, 2020, to March 31, 2021, inclusive, per~~
19 ~~eligible household. on or after April 1, 2020.~~

20 (2) (A) Acceptance of a payment made pursuant to this
21 subdivision shall be conditioned on the landlord's agreement to
22 accept the payment as payment in full of the rental debt owed by
23 any tenant within the eligible household for whom rental assistance
24 is being provided for the specified time period. The landlord's
25 release of claims pursuant to this subparagraph shall take effect
26 only upon payment being made to the landlord pursuant to this
27 subdivision.

28 (B) The landlord's agreement to accept payment pursuant to
29 this subdivision as payment in full, as provided in subparagraph
30 (A), shall include the landlord's agreement to release any and all
31 claims for nonpayment of rental debt owed for the specified time
32 period, including a claim for unlawful detainer pursuant to
33 paragraph (2) and (3) of Section 1161 of the Code of Civil
34 Procedure, against any tenant within the eligible household for
35 whom the rental assistance is being provided.

36 (e) ~~If a landlord refuses to participate in a rental assistance~~
37 ~~program for the payment of rental arrears, as described in~~
38 ~~subdivision (d), a~~ (1) A member of an eligible household may
39 *directly* apply for rental arrears assistance from the grantee.
40 Assistance for rental arrears pursuant to this subdivision shall be

1 ~~limited to~~ *set at* compensation of ~~25~~ 100 percent of the eligible
2 household's unpaid rental debt accumulated ~~from April 1, 2020,~~
3 ~~to March 31, 2021, inclusive.~~ *on or after April 1, 2020.*

4 (2) (A) *Upon receipt of assistance, the eligible household shall*
5 *provide the full amount of rental arrears to the landlord within 15*
6 *days, excluding Saturdays, Sundays, and judicial holidays, of*
7 *receipt of the funds.*

8 (B) (i) *If the household does not comply with subparagraph*
9 *(A), the landlord may charge a late fee not to exceed the amount*
10 *that the landlord may charge a tenant for one late rental payment*
11 *under the terms of the lease or rental agreement.*

12 (ii) *Failure to pay a late fee charged by a landlord pursuant to*
13 *this subparagraph shall not be grounds for an unlawful detainer*
14 *action.*

15 (C) *A member of an eligible household described by this*
16 *paragraph shall attest under penalty of perjury that the household*
17 *will comply with the requirements of this paragraph.*

18 (f) Funds used to provide assistance for prospective rent
19 payments for an eligible household shall ~~not exceed 25~~ *be set at*
20 *100 percent of the eligible household's monthly rent.*

21 (g) (1) *When a landlord or tenant submits a completed*
22 *application, grantees shall provide notification to the respective*
23 *parties included in the application.*

24 (2) *Upon approval of payment for a landlord or tenant*
25 *application, as applicable, grantees shall provide notification to*
26 *the respective parties included in the application.*

27 (h) (1) Assistance provided under this chapter shall be provided
28 to eligible households or, ~~where~~ *if applicable*, to landlords on behalf
29 of eligible households that are currently housed and occupying the
30 residential unit for which the assistance is requested at the time of
31 the application.

32 (2) (A) *Notwithstanding paragraph (1), eligible households*
33 *that no longer occupy the residential unit with respect to which*
34 *rental assistance has been requested and have demonstrated rental*
35 *arrears shall be eligible for assistance.*

36 (B) (i) *Subject to clause (ii), assistance provided pursuant to*
37 *this paragraph shall be prioritized to participating landlords.*

38 (ii) *If the landlord does not participate, payments may be*
39 *provided directly to the eligible household if the eligible household*
40 *provides any amount received for rental assistance to the landlord.*

1 *A member of the eligible household shall attest under penalty of*
2 *perjury that the household will comply with the requirements of*
3 *this clause.*

4 *(C) It is the intent of the Legislature for grantees to exercise*
5 *maximum discretion within the limitations of federal law and*
6 *guidance to establish eligibility and documentation requirements*
7 *for households no longer occupying the unit in question to ensure*
8 *funds administered pursuant to this paragraph are deployed in a*
9 *streamlined manner.*

10 *(D) A payment made directly to a participating landlord*
11 *pursuant to this paragraph shall be considered as payment in full*
12 *and shall include the landlord's agreement to release any and all*
13 *claims for nonpayment of rental debt owed for the specified time*
14 *period, including a claim for unlawful detainer pursuant to*
15 *paragraphs (2) and (3) of Section 1161 of the Code of Civil*
16 *Procedure.*

17 (i) For purposes of the protections against housing discrimination
18 provided under the California Fair Employment and Housing Act
19 (Part 2.8 (commencing with Section 12900) of Division 3 of Title
20 2 of the Government Code), assistance provided under this chapter
21 shall be deemed to be a “source of income,” as that term is defined
22 in subdivision (i) of Section 12927 of the Government Code.

23 (j) (1) Notwithstanding any other law, except as otherwise
24 provided in subdivision (i), assistance provided to an eligible
25 household for a payment as provided in this chapter or as provided
26 as a direct allocation to grantees from the Secretary of the Treasury
27 pursuant to Subtitle A of Title V of Division N of the federal
28 Consolidated Appropriations Act, 2021 (Public Law 116-260) *or*
29 *Section 3201 of Subtitle B of Title III of the American Rescue Plan*
30 *Act of 2021 (Public Law 117-2)* shall not be deemed to be income
31 for purposes of the Personal Income Tax Law (Part 10
32 (commencing with Section 17001) of Division 2 of the Revenue
33 and Taxation Code) or used to determine the eligibility of an
34 eligible household, or any member of an eligible household, for
35 any state program or local program financed wholly or in part by
36 state funds.

37 (2) Notwithstanding any other law, for taxable years beginning
38 on or after January 1, 2020, and before January 1, 2025, gross
39 income shall not include a tenant's rent liability that is forgiven
40 by a landlord as provided in this chapter or as rent forgiveness

1 provided through funds grantees received as a direct allocation
 2 from the Secretary of the Treasury pursuant to Subtitle A of Title
 3 V of Division N of the federal Consolidated Appropriations Act,
 4 2021 ~~(Public Law 116-260)~~: *(Public Law 116-260) or Section 3201*
 5 *of Subtitle B of Title III of the American Rescue Plan Act of 2021*
 6 *(Public Law 117-2).*

7 (k) (1) The department may adopt, amend, and repeal rules,
 8 guidelines, or procedures necessary to carry out the purposes of
 9 this chapter, including guidelines regarding the administration of
 10 federal rental assistance funds received under Subtitle A of Title
 11 V of Division N of the federal Consolidated Appropriations Act,
 12 2021 *(Public Law 116-260) or the administration of federal rental*
 13 *assistance funds received under Section 3201 of Subtitle B of Title*
 14 *III of the American Rescue Plan Act of 2021 (Public Law 117-2)*
 15 that are consistent with the requirements of that federal law and
 16 any regulations promulgated pursuant to that federal law. ~~The~~
 17 ~~adoption, amendment, or repeal of rules, guidelines, or procedures~~
 18 ~~authorized by this subdivision is hereby exempted from the~~
 19 ~~rulemaking provisions of the Administrative Procedure Act~~
 20 ~~(Chapter 3.5 (commencing with Section 11340) of Part 1 of~~
 21 ~~Division 3 of Title 2 of the Government Code).~~

22 (2) *The adoption, amendment, or repeal of rules, guidelines, or*
 23 *procedures authorized by this subdivision is exempt from the*
 24 *rulemaking provisions of the Administrative Procedure Act*
 25 *(Chapter 3.5 (commencing with Section 11340) of Part 1 of*
 26 *Division 3 of Title 2 of the Government Code).*

27 (l) Any interest that the state, a ~~locality~~, grantee, or, if
 28 applicable, the program implementer derives from the deposit of
 29 funds made available pursuant to this chapter or pursuant to
 30 subdivision (e) of Section 925.6 of the Government Code shall be
 31 used to provide additional assistance under this chapter.

32 (m) Upon notification from the Director of Finance to the Joint
 33 Legislative Budget Committee that additional federal rental
 34 assistance resources have been obtained, that assistance may be
 35 deployed in a manner consistent with this chapter. Any statutory
 36 provision established by subsequent federal law specific to the
 37 administration of those additional resources shall supersede the
 38 provisions contained in this chapter to the extent that there is a
 39 conflict between those federal statutory provisions and this chapter.
 40 ~~Consistent with the authority provided in subdivision (l), to To~~

1 implement future federal rental assistance, the department shall
2 make corresponding programmatic changes to effectuate the
3 program in compliance with federal law.

4 (n) Notwithstanding any other law, a third party shall be
5 prohibited from receiving compensation for services provided to
6 an eligible household in applying for or receiving assistance under
7 this chapter, except that this prohibition shall not apply to any
8 contracted entity that renders those services upon the express
9 authorization by the department, the program implementer, or a
10 ~~locality~~ grantee.

11 (o) Assistance provided under this chapter shall include a receipt
12 that provides confirmation of payment *that has been made. The*
13 *receipt shall include, but not be limited to, the amount of payment*
14 *or forgiveness, or both payment and forgiveness, as applicable,*
15 ~~*that has been made. and the time period for which assistance was*~~
16 *provided.* The receipt shall be provided to both the eligible
17 household and the landlord.

18 (p) (1) *The department, program implementer, or grantee, as*
19 *applicable, that has completed rental assistance payments subject*
20 *to the provisions of this section, as amended by Chapter 5 of the*
21 *Statutes of 2021, shall provide additional assistance to previous*
22 *recipients so that total assistance provided is equivalent to 100*
23 *percent of an eligible household's rental arrears or prospective*
24 *rent for the period originally requested, as applicable.*

25 (2) *To make payments pursuant to this subdivision in a timely*
26 *manner, additional assistance shall be executed without the counter*
27 *signature from the eligible household or landlord.*

28 (q) *A grantee may request a change to its administrative option*
29 *as provided in Round 1 or Round 2, as applicable, subject to the*
30 *approval of the department.*

31 (r) (1) *A grantee that receives funds and administer rental*
32 *assistance programs pursuant to this chapter shall meet the*
33 *requirements of Chapter 6 (commencing with Section 1179.08) of*
34 *Title 3 of Part 3 of the Code of Civil Procedure.*

35 (2) *A grantee shall provide notification to the landlord and*
36 *tenant when either the landlord or the tenant submits a completed*
37 *application for rental assistance.*

38 (3) *A grantee shall provide notification to the landlord and*
39 *tenant once a final decision has been rendered. The notification*

1 shall include the total amount of assistance paid and the time
2 period for which assistance was provided, as applicable.

3 (4) Failure to comply with the requirements of this subdivision
4 may result in the grantee’s share of funds received from the state
5 pursuant to Section 50897.2 or 50897.2.1 reverted to the
6 department for reallocation at the department’s discretion.

7 ~~(p)~~

8 (s) For purposes of this section:

9 (1) “Rental debt” includes rent, fees, interest, or any other
10 financial obligation under a lease for use and occupancy of the
11 leased premises, but does not include liability for torts or damage
12 to the property beyond ordinary wear and tear.

13 (2) “Specified time period” means the period of time for which
14 payment is provided, as specified in the agreement entered into
15 with the landlord.

16 SEC. 23. Section 50897.2 of the Health and Safety Code is
17 amended to read:

18 50897.2. (a) (1) A ~~locality~~ grantee that has a population of
19 500,000 or greater shall be eligible to receive a block grant
20 allocation from the department.

21 (2) A ~~locality~~ grantee with a population of 499,999 or less, but
22 greater than 200,000, may request an allocation of block grant
23 funds pursuant to this section, in the form and manner prescribed
24 by the department. The department shall grant a request for an
25 allocation of block grant funds pursuant to this paragraph if the
26 ~~locality~~ ~~attest~~ grantee attests and, in the department’s judgment,
27 demonstrates that it has established a program consistent with the
28 requirements of this chapter and has the capability to implement
29 the resources provided in accordance with applicable state and
30 federal law, including this chapter and Subtitle A of Title V of
31 Division N of the federal Consolidated Appropriations Act, 2021
32 (Public Law 116-260).

33 (3) A ~~locality~~ grantee that is not eligible for, or does not receive,
34 an allocation of block grant funds pursuant to this section shall
35 receive its proportionate share of funds in accordance with the
36 state reservation table, as provided in Section 50897.3.

37 (4) ~~Any locality~~ A grantee that receives a block grant pursuant
38 to this section shall attest to the department, in the form and manner
39 prescribed by the department, that it will distribute assistance

1 equitably and consistent with demonstrated need within the
2 jurisdiction.

3 (5) To receive funds pursuant to this section, an applicant shall
4 agree to utilize its direct allocation of assistance from the Secretary
5 of the Treasury pursuant to Section 501 of Subtitle A of Title V
6 of Division N of the federal Consolidated Appropriations Act,
7 2021 (Public Law 116-260) in a manner consistent with this
8 chapter. Refusal to comply with this paragraph shall result in the
9 applicant being prohibited from receiving state block grant funds
10 and may result in the department recouping block grant funds that
11 are spent in a manner inconsistent with this chapter.

12 (6) A ~~locality~~ *grantee* that ~~receive~~ *receives* funds pursuant to
13 this section shall not institute additional programmatic requirements
14 that may inhibit participation in the rental assistance program.

15 (7) A ~~locality~~ *grantee* that applies for assistance under this
16 section may apply for an award allocation through an authorized
17 representative, without its legislative body expressly adopting an
18 ordinance or resolution authorizing that application, provided that
19 it later authorizes a representative of the eligible grantee with legal
20 authority to bind the eligible grantee to the terms and conditions
21 of the award before executing the agreement with the department.

22 (8) The department shall allocate all funds made available for
23 purposes of this section, in consultation with the Department of
24 Finance. The initial allocation shall be completed and shared no
25 later than February 19, 2021.

26 (b) Block grant funds allocated pursuant to this section shall be
27 used for those eligible uses and compensation requirements
28 specified in, and subject to the applicable requirements of, Section
29 50897.1.

30 (c) The deadlines for the allocation and use of block grant funds
31 pursuant to this section shall be as follows:

32 (1) A ~~locality~~ *grantee* shall request that allocation from the
33 department no later than February 12, 2021. If a ~~locality~~ *grantee*
34 fails to request ~~that the~~ allocation by that date, the moneys that
35 would have otherwise been allocated to that ~~locality~~ *grantee* shall
36 instead be used to provide assistance in accordance with Section
37 50897.3.

38 (2) A grantee that receives block grant funds under this section
39 shall contractually obligate at least 65 percent of those funds by
40 ~~June~~ *August* 1, 2021.

1 ~~(3) A grantee that receives block grant funds under this section~~
2 ~~shall expend the full amount of that allocation by August 1, 2021.~~

3 (d) (1) (A) Subject to subparagraph (B), if a grantee that
4 receives block grant funds under this section fails to contractually
5 obligate the minimum amount of those funds by the deadline
6 specified in paragraph (2) of subdivision (c), ~~or to expend the full~~
7 ~~amount of that allocation by the deadline specified in paragraph~~
8 ~~(3) of subdivision (c);~~ the grantee shall repay to the department
9 any unused amount of block grant funds allocated to it not
10 contractually obligated or expended.

11 (B) The department may waive the requirement to repay funds
12 pursuant to subparagraph (A) if the grantee demonstrates, to the
13 satisfaction of the department, that it will contractually obligate
14 and expend any unused block grant funds allocated to it within the
15 timeframes specified in federal law.

16 (2) The department may reallocate any funds repaid pursuant
17 to paragraph (1) for purposes of this section. In reallocating those
18 funds, the department shall prioritize allocating additional funding
19 ~~to the state rental assistance program provided in Section 50897.3~~
20 ~~for localities that have expended at least 50 percent of their state~~
21 ~~reservation pool allocations as of June 1, 2021.~~ *to grantees based*
22 *on factors that include unmet need, rate of application submissions,*
23 *rate of attrition, and rate of expenditures.*

24 ~~(3) Upon a finding by the department that the conditions~~
25 ~~specified in paragraph (2) are not met, the department may allocate~~
26 ~~those funds to localities that received block grant assistance~~
27 ~~pursuant to this section, provided they have expended at least 50~~
28 ~~percent of their funds at the time of application and have a~~
29 ~~demonstrated need.~~

30 (e) A grantee participating in the program pursuant to this
31 section shall enter into a standard regulatory agreement with the
32 department that includes terms and conditions consistent with the
33 requirements set forth in this section.

34 (f) A grantee that receives an allocation of block grant funds
35 pursuant to this section shall be solely responsible for compliance
36 with all applicable management, implementation, and reporting
37 requirements established under state and federal law.

38 (g) *The requirements of this section shall apply only to the*
39 *administration of Round 1 funds.*

1 *SEC. 24. Section 50897.2.1 is added to the Health and Safety*
2 *Code, to read:*

3 *50897.2.1. (a) (1) A grantee that has a population of 500,000*
4 *or greater shall be eligible to receive a block grant allocation from*
5 *the department.*

6 *(2) A grantee with a population of 499,999 or less, but greater*
7 *than 200,000, may request an allocation of block grant funds*
8 *pursuant to this section, in the form and manner prescribed by the*
9 *department. The department shall grant a request for an allocation*
10 *of block grant funds pursuant to this paragraph if the grantee*
11 *attests and, in the department's judgment, demonstrates that it has*
12 *established a program consistent with the requirements of this*
13 *chapter and has the capability to implement the resources provided*
14 *in accordance with applicable state and federal law, including*
15 *this chapter and Section 3201 of Subtitle B of Title III of the federal*
16 *American Rescue Plan Act of 2021 (Public Law 117-2).*

17 *(3) A grantee that is not eligible for, or does not receive, an*
18 *allocation of block grant funds pursuant to this section shall receive*
19 *its proportionate share of funds in accordance with the state*
20 *reservation table, and those funds shall be administered as*
21 *provided in Section 50897.3.1.*

22 *(4) A grantee that receives a block grant pursuant to this section*
23 *shall attest to the department, in the form and manner prescribed*
24 *by the department, that it will distribute assistance equitably and*
25 *consistent with demonstrated need within the jurisdiction.*

26 *(5) To receive funds pursuant to this section, an applicant shall*
27 *agree to utilize its assistance made available from the Secretary*
28 *of the Treasury pursuant to Section 3201 of Subtitle B of Title III*
29 *of the federal American Rescue Plan Act of 2021 (Public Law*
30 *117-2) in a manner consistent with this chapter. Refusal to comply*
31 *with this paragraph shall result in the applicant being prohibited*
32 *from receiving state block grant funds and may result in the*
33 *department recouping block grant funds that are spent in a manner*
34 *inconsistent with this chapter.*

35 *(6) A grantee that receives funds pursuant to this section shall*
36 *not institute additional programmatic requirements that may inhibit*
37 *participation in the rental assistance program.*

38 *(7) A grantee that applies for assistance under this section may*
39 *apply for an award allocation through an authorized*
40 *representative, without its legislative body expressly adopting an*

1 ordinance or resolution authorizing that application, if it later
2 authorizes a representative of the eligible grantee with legal
3 authority to bind the eligible grantee to the terms and conditions
4 of the award before executing the agreement with the department.

5 (b) Block grant funds allocated pursuant to this section shall
6 be used for those eligible uses and compensation requirements
7 specified in, and subject to the applicable requirements of, Section
8 50897.1 and, upon approval by the department, other eligible uses
9 provided in Section 3201(d)(1)(D) of Subtitle B of Title III of the
10 federal American Rescue Plan Act of 2021 (Public Law 117-2).

11 (c) The deadlines for the allocation and use of block grant funds
12 pursuant to this section shall be as follows:

13 (1) A grantee shall request that allocation from the department
14 no later than 30 calendar days after the operative date of this
15 section. If a grantee fails to request the allocation by that date,
16 the moneys that would have otherwise been allocated to that
17 grantee shall instead be used to provide assistance in accordance
18 with Section 50897.3.1.

19 (2) An Option B grantee that receives block grant funds under
20 this section shall contractually obligate at least 75 percent of its
21 first tranche of state funds by October 31, 2021.

22 (3) An Option B grantee that receives block grant funds under
23 this section shall contractually obligate 50 percent of its total
24 share of state funds by January 31, 2022.

25 (d) (1) (A) Subject to subparagraph (B), if a grantee that
26 receives block grant funds under this section fails to contractually
27 obligate the minimum amount of those funds by the deadline
28 specified in paragraph (2) of subdivision (c), or to obligate the
29 full amount of that allocation by the deadline specified in
30 paragraph (3) of subdivision (c), the grantee shall repay to the
31 department any unused amount of block grant funds allocated to
32 it not contractually obligated or expended.

33 (B) The department may waive the requirement to repay funds
34 pursuant to subparagraph (A) if the grantee demonstrates, to the
35 satisfaction of the department, that it will contractually obligate
36 and expend any unused block grant funds allocated to it within
37 the timeframes specified in federal law.

38 (2) The department may reallocate any funds repaid pursuant
39 to paragraph (1) for purposes of this section. In reallocating those
40 funds, the department shall allocate funding to grantees based on

1 *factors that include unmet need, rate of application submissions,*
2 *rate of attrition, and rate of expenditures.*

3 *(e) A grantee participating in the program pursuant to this*
4 *section shall enter into a standard regulatory agreement with the*
5 *department that includes terms and conditions consistent with the*
6 *requirements of this section.*

7 *(f) An Option B grantee shall be solely responsible for*
8 *compliance with all applicable management, implementation, and*
9 *reporting requirements established under state and federal law.*

10 *(g) The requirements of this section shall apply only to the*
11 *administration of Round 2 funds.*

12 *SEC. 25. Section 50897.3 of the Health and Safety Code is*
13 *amended to read:*

14 50897.3. (a) (1) (A) The department may contract with a
15 vendor to serve as the program implementer to manage and fund
16 services and distribute emergency rental assistance resources
17 pursuant to this section. A vendor selected to serve as program
18 implementer shall demonstrate sufficient capacity and experience
19 to administer a program of this scope and scale.

20 (B) The program implementer shall have existing relationships
21 with community-level partners to ensure all regional
22 geographies and target communities throughout the state have
23 access to the program.

24 (C) (i) The program implementer shall have the technological
25 capacity to develop and to implement a central technology-driven
26 application portal and system that serves landlords and tenants,
27 has mobile and multilanguage capabilities, and allows an applicant
28 track the status of their application. The application system shall
29 have the capacity to handle the volume of expected use without
30 disruption.

31 (ii) The system shall begin accepting applications no later than
32 March 15, 2021 and be available 24 hours a day, seven days a
33 week, with 99 percent planned uptime rating.

34 (iii) The system shall support, at minimum, a database of
35 1,000,000 application records.

36 (iv) The system shall support at minimum 20,000 concurrent
37 full-access users, allowing users to create, read, update and delete
38 transactions based upon their user role.

39 (D) (i) The program implementer shall demonstrate experience
40 with developing and managing direct payment or grant programs,

1 or direct payment and grant programs, including, but not limited
2 to, program and application development, outreach and marketing,
3 translation and interpretation, fraud protections and approval
4 processes, secure disbursement, prioritizing the use of direct
5 deposit, customer service, compliance, and reporting.

6 (ii) The program interface shall include, but not be limited to,
7 the following:

8 (I) Capability such that either the landlord or the tenant may
9 initiate an application for assistance and that both parties are made
10 aware of the opportunity to participate in the rental assistance
11 program and accept the program parameters.

12 (II) Appropriate notifications to ensure that both parties
13 understand that rental assistance is awarded in rounds of funding
14 based on eligibility and that the eligible household is reminded
15 that payment is ultimately being provided directly to the landlord,
16 but the payment will directly address the eligible household's rental
17 arrears or prospective rent, as applicable.

18 (III) Notification to both parties, including the landlord and the
19 eligible household, respectively, of the initiation and completion
20 of the application process, whether the process is initiated by the
21 landlord or the eligible household. Upon payment, the program
22 implementer shall provide an electronic record that payment has
23 been made and keep all records available for the duration of the
24 program, or as otherwise provided under state or federal law.

25 (E) The program implementer shall be able to manage a
26 technology-driven duplication of benefits process in compliance
27 with federal law.

28 (F) The program implementer shall comply with all state
29 protections related to the use of personally identifiable information,
30 including providing any necessary disclosures and assuring the
31 secure storage of any personally identifiable information generated,
32 as part of the application process.

33 (G) The program implementer shall coordinate its program
34 activities with education and outreach contractors and any affiliated
35 service or technical assistance providers, including those that reach
36 non-English speaking and hard-to-reach households, with
37 considerations for racial equity and traditionally underserved
38 populations.

39 (2) The department may establish a contract with one or more
40 education and outreach contractors to conduct a multilingual

1 statewide campaign to promote program participation and
2 accessibility.

3 (3) In accordance with paragraphs (1) and (2), the department
4 shall seek contracted solutions that minimize total administrative
5 costs, such that savings may be reallocated for use as direct
6 assistance.

7 (4) The department may receive rental assistance program
8 funding from localities or federally recognized tribes to administer
9 on their behalf in a manner consistent with this chapter.

10 (b) (1) (A) A county with a population less than or equal to
11 200,000 and any ~~locality~~ *grantee* that is eligible for, but did not
12 receive, a direct allocation of assistance from the Secretary of the
13 Treasury pursuant to Section 501 of Subtitle A of Title V of
14 Division N of the federal Consolidated Appropriations Act, 2021
15 (Public Law 116-260) shall receive assistance pursuant to the state
16 reservation table, to be administered in accordance with this
17 section.

18 (B) A ~~locality~~ *grantee* that was eligible for, but did not receive,
19 a direct allocation of assistance from the Secretary of the Treasury
20 pursuant to Section 501 of Subtitle A of Title V of Division N of
21 the federal Consolidated Appropriations Act, 2021 (Public Law
22 116-260) and was eligible for, but did not receive, block grant
23 assistance under Section 50897.2 shall receive its proportionate
24 share of assistance, as determined by the state reservation table,
25 to be administered in accordance with this section.

26 (2) (A) A ~~locality~~ *grantee* that was eligible for, but did not
27 receive, block grant funds pursuant to Section 50897.2, and has
28 elected to administer its direct share of assistance provided under
29 Subtitle A of Title V of Division N of the federal Consolidated
30 Appropriations Act, 2021 (Public Law 116-260), shall have its
31 proportionate share of block grant funds administered pursuant to
32 this section.

33 (B) (i) To minimize legal liability and potential noncompliance
34 with federal law, specifically those violations described in Section
35 501(k)(3)(B) of Subtitle A of Title V of Division N of the federal
36 Consolidated Appropriations Act, 2021 (Public Law 116-260), the
37 department, or, if applicable, the program implementer, ~~may~~ *shall*
38 request that ~~localities~~ *grantees* described in this paragraph enter
39 into a data sharing agreement for the purpose of preventing
40 unlawful duplication of rental assistance to eligible households.

1 ~~Notwithstanding any other law, localities that enter into a data~~
2 ~~sharing agreement as required by this subparagraph may disclose~~
3 ~~personally identifying information of rental assistance applicants~~
4 ~~to the department or the program implementer for the purposes~~
5 ~~described in this subparagraph.~~

6 *(ii) Notwithstanding any other law, a grantee that enters into*
7 *a data sharing agreement required by this subparagraph may*
8 *disclose personally identifying information of rental assistance*
9 *applicants to the department or the program implementer for the*
10 *purposes described in this subparagraph.*

11 *(iii) A grantee described by clause (ii) shall provide all*
12 *applicable data, as determined by the department, before the*
13 *department or program implementer begins administering funds*
14 *within the grantee's jurisdiction.*

15 (C) Except as otherwise provided in subparagraph (B), a ~~locality~~
16 *grantee* that is subject to assistance provided under this paragraph
17 and received a direct allocation from the Secretary of the Treasury
18 pursuant to Subtitle A of Title V of Division N of the federal
19 Consolidated Appropriations Act, 2021 (Public Law 116-260)
20 shall not be eligible for administrative and technical assistance
21 provided by the department, including, but not limited to, support
22 for long-term monitoring and reporting.

23 (D) The state, the department, or the program implementer
24 acting on behalf of the department, shall be indemnified from
25 liability in the administration of assistance pursuant to this
26 paragraph, specifically any violation described in Section
27 501(k)(3)(B) of Subtitle A of Title V of Division N of the federal
28 Consolidated Appropriations Act, 2021 (Public Law 116-260).

29 (3) To the extent permitted by federal law, a ~~locality~~ *grantee*
30 that elects to participate in the program as provided in this section,
31 and that received rental assistance funding directly from the
32 Secretary of the Treasury pursuant to Subtitle A of Title V of
33 Division N of the federal Consolidated Appropriations Act, 2021
34 (Public Law 116-260), shall add those funds received directly from
35 the Secretary of the Treasury and any share of rental assistance
36 funding provided pursuant to Section 50897.2 to the funds allocated
37 to it pursuant to this section. Except as otherwise provided in
38 paragraph (1) of subdivision (d), the total amount of funds
39 described in this subparagraph shall be used by the grantee in

1 accordance with this section. Participation shall be conditioned
2 upon having an executed standard agreement with the Department.

3 (4) To the extent permitted by federal law, a federally recognized
4 tribe that receives rental assistance funds directly from the
5 Secretary of the Treasury pursuant to Subtitle A of Title V of
6 Division N of the federal Consolidated Appropriations Act, 2021
7 (Public Law 116-260) may add its direct federal allocation of funds
8 to be administered pursuant to this section. Participation shall be
9 conditioned upon having an executed standard agreement with the
10 department.

11 ~~(5) The department may establish additional funding targets~~
12 ~~within the reservation pool to support an equitable distribution that~~
13 ~~targets eligible households most impacted by COVID-19.~~

14 (c) Funds allocated pursuant to this section shall be used for
15 those eligible uses specified in, and subject to the applicable
16 requirements of, Section 50897.1.

17 (d) (1) Except as otherwise provided in paragraph (3), a grantee
18 that receives funds pursuant to this section shall contractually
19 obligate *65 percent* of those funds no later than ~~July 31, August 1,~~
20 2021. The department may, in its discretion, reallocate any funds
21 allocated to a grantee that are not contractually obligated by that
22 date to other grantees ~~participating in the program that have~~
23 ~~expended at least 50 percent of their reservation pools or have an~~
24 ~~oversubscribed application list for rental assistance. based on~~
25 ~~factors that include unmet need, rate of application submissions,~~
26 ~~rate of attrition, and rate of expenditures.~~

27 ~~(2) In reallocating funds pursuant to this subdivision, the~~
28 ~~department or, if applicable, the program implementer acting on~~
29 ~~behalf of the department shall prioritize reallocating those unused~~
30 ~~funds to provide financial assistance for rental arrears accumulated~~
31 ~~on or after April 1, 2020, and before the expiration of the program.~~

32 ~~(3)~~

33 (2) Funds administered on behalf of a federally recognized tribe
34 as provided in paragraph (4) of subdivision (b) are not subject to
35 the requirements of this subdivision.

36 (e) (1) In any legal action to recover rent or other financial
37 obligations under the lease that accrued between April 1, 2020,
38 and ~~June~~ *September* 30, 2021, before entry of any judgment in the
39 plaintiff's favor, the plaintiff shall verify both of the following
40 under penalty of perjury:

1 (A) The landlord has not received rental assistance or other
2 financial compensation from any other source corresponding to
3 the amount claimed.

4 (B) The landlord does not have any pending application for
5 rental assistance or other financial compensation from any other
6 source corresponding to the amount claimed.

7 (2) In any unlawful detainer action seeking possession of
8 residential rental property based on nonpayment of rent or any
9 other financial obligation under the lease, the court shall not enter
10 a judgment in favor of the landlord unless the landlord verifies all
11 of the following under penalty of perjury:

12 (A) That the landlord has not received rental assistance or other
13 financial compensation from any other source corresponding to
14 the amount demanded in the notice underlying the complaint.

15 (B) That the landlord has not received rental assistance or other
16 financial compensation from any other source for rent accruing
17 after the date of the notice underlying the complaint.

18 (C) That the landlord does not have any pending application for
19 rental assistance or other financial compensation from any other
20 source corresponding to the amount demanded in the notice
21 underlying the complaint.

22 (D) That the landlord does not have any pending application
23 for rental assistance or other financial compensation from any
24 other sources for rent accruing after the date of the notice
25 underlying the complaint.

26 (f) Notwithstanding any other state or local law, policy, or
27 ordinance, for purposes of ensuring the timely implementation of
28 resources pursuant to this section ~~locality~~ a grantee that has a
29 population greater than 200,000 may enter into an agreement with
30 the department to have its share of funds administered pursuant to
31 this section by the department and may redirect those funds to the
32 department for that purpose.

33 (g) (1) Except as provided in paragraph (2), the requirements
34 of this section shall apply only to the administration of Round 1
35 funds.

36 (2) *Subdivision (e) shall apply to the administration of Round*
37 *1 and Round 2 funds.*

38 *SEC. 26. Section 50897.3.1 is added to the Health and Safety*
39 *Code, to read:*

1 50897.3.1. (a) (1) *The department may contract with a vendor*
2 *to serve as the program implementer to manage and fund services*
3 *and distribute emergency rental assistance resources pursuant to*
4 *this section and consistent with the requirements of Section*
5 *50897.3.*

6 (2) *The department may establish a contract with one or more*
7 *education and outreach contractors to conduct a multilingual*
8 *statewide campaign to promote program participation and*
9 *accessibility.*

10 (3) *In accordance with paragraphs (1) and (2), the department*
11 *shall seek contracted solutions that minimize total administrative*
12 *costs so that savings may be reallocated for use as direct*
13 *assistance.*

14 (4) *The department may receive rental assistance program*
15 *funding from localities or federally recognized tribes to administer*
16 *on their behalf in a manner consistent with this chapter.*

17 (b) (1) (A) *A county with a population less than or equal to*
18 *200,000 and any grantee that is eligible for, but did not receive,*
19 *a direct allocation of assistance from the Secretary of the Treasury*
20 *pursuant to Section 3201 of Subtitle B of Title III of the federal*
21 *American Rescue Plan Act of 2021 (Public Law 117-2) shall*
22 *receive assistance pursuant to the state reservation table to be*
23 *administered pursuant to this section.*

24 (B) *A grantee that was eligible for, but did not receive, a direct*
25 *allocation of assistance from the Secretary of the Treasury*
26 *pursuant to Section 3201 of Subtitle B of Title III of the federal*
27 *American Rescue Plan Act of 2021 (Public Law 117-2) and was*
28 *eligible for, but did not receive, block grant assistance under*
29 *Section 50897.2.1 shall receive its proportionate share of*
30 *assistance pursuant to the state reservation table to be*
31 *administered pursuant to this section.*

32 (2) (A) *A grantee that was eligible for, but did not receive,*
33 *block grant funds pursuant to Section 50897.2.1 and has elected*
34 *to administer its direct share of assistance provided under Section*
35 *3201 of Subtitle B of Title III of the federal American Rescue Plan*
36 *Act of 2021 (Public Law 117-2) shall have its proportionate share*
37 *of block grant funds administered pursuant to this section.*

38 (B) (i) *To minimize legal liability and potential noncompliance*
39 *with federal law, specifically those violations described in Section*
40 *501(k)(3)(B) of Subtitle A of Title V of Division N of the federal*

1 *Consolidated Appropriations Act, 2021 (Public Law 116-260), the*
2 *department, or, if applicable, the program implementer, shall*
3 *request that Option C grantees enter into a data sharing agreement*
4 *for the purpose of preventing unlawful duplication of rental*
5 *assistance to eligible households.*

6 *(ii) Notwithstanding any other law, an Option C grantee that*
7 *enters into a data sharing agreement as pursuant to this*
8 *subparagraph may disclose personally identifying information of*
9 *rental assistance applicants to the department or the program*
10 *implementer for the purposes described in this subparagraph.*

11 *(iii) An Option C grantee described in clause (ii) shall provide*
12 *all applicable data information, as determined by the department,*
13 *before when the department, or program implementer, begins*
14 *administering funds within the grantee jurisdiction.*

15 *(C) Except as otherwise provided in subparagraph (B), an*
16 *Option C grantee shall not be eligible for administrative and*
17 *technical assistance provided by the department, including, but*
18 *not limited to, support for long-term monitoring and reporting.*

19 *(D) The state, the department, or the program implementer*
20 *acting on behalf of the department shall be indemnified from*
21 *liability in the administration of assistance pursuant to this*
22 *paragraph, specifically with respect to a violation described in*
23 *Section 501(k)(3)(B) of Subtitle A of Title V of Division N of the*
24 *federal Consolidated Appropriations Act, 2021 (Public Law*
25 *116-260).*

26 *(E) (i) An Option C grantee shall not be eligible to have*
27 *assistance administered on its behalf if the department determines*
28 *the structure of the grantee's local rental assistance program*
29 *would put the state's share of funds at risk of being recouped by*
30 *the United States Treasury pursuant to Section 3201(e) of Subtitle*
31 *B of Title III of the federal American Rescue Plan Act of 2021*
32 *(Public Law 117-2).*

33 *(ii) If, within 90 days of the effective date of this section, the*
34 *department determines that an Option C grantee cannot satisfy*
35 *the requirements of this subparagraph, the grantee's share of state*
36 *funds shall be reallocated by the department to grantees based on*
37 *factors that include unmet need, rate of application submissions,*
38 *rate of attrition, and rate of expenditures.*

39 *(iii) Option C grantees that have funds reallocated pursuant to*
40 *clause (i) may be eligible to receive funds, up to their total share*

1 of the state reservation table, upon demonstrating to the department
2 the grantee has unmet need and funds would not be at risk of being
3 recouped by the United States Treasury pursuant to Section 3201(e)
4 of Subtitle B of Title III of the federal American Rescue Plan Act
5 of 2021 (Public Law 117-2).

6 (3) To the extent permitted by federal law, a grantee that elects
7 to participate in the program as provided in this section and that
8 received rental assistance funding directly from the Secretary of
9 the Treasury pursuant to Section 3201 of Subtitle B of Title III of
10 the American Rescue Plan Act of 2021 (Public Law 117-2) shall
11 add those funds received directly from the Secretary of the Treasury
12 and any share of rental assistance funding provided pursuant to
13 Section 50897.2.1 to the funds allocated to it pursuant to this
14 section. Except as provided in paragraph (1) of subdivision (d),
15 the total amount of funds described in this paragraph shall be used
16 by the grantee in accordance with this section. Participation shall
17 be conditioned upon having an executed standard agreement with
18 the department.

19 (4) To the extent permitted by federal law, a federally recognized
20 tribe that receives rental assistance funds directly from the
21 Secretary of the Treasury pursuant to Section 3201 of Subtitle B
22 of Title III of the federal American Rescue Plan Act of 2021 (Public
23 Law 117-2) may add its direct federal allocation of funds to be
24 administered pursuant to this section. Participation shall be
25 conditioned upon having an executed standard agreement with
26 the department.

27 (c) Funds allocated pursuant to this section shall be used for
28 those eligible uses specified in and subject to the applicable
29 requirements of Section 50897.1 and other eligible uses provided
30 in Section 3201(d)(1)(D) of Subtitle B of Title III of the federal
31 American Rescue Plan Act of 2021 (Public Law 117-2).

32 (d) A grantee that receives funds administered pursuant to this
33 section shall contractually obligate those funds as follows:

34 (1) (A) A grantee participating in the state rental assistance
35 program pursuant to Option A shall contractually obligate at least
36 75 percent of its first tranche of state funds by October 31, 2021.

37 (B) A grantee participating in the state rental assistance
38 program pursuant to Option A shall contractually obligate at least
39 50 percent of its total share of state funds by January 31, 2022.

1 (2) (A) A grantee participating in the state rental assistance
 2 program pursuant to Option C shall contractually obligate at least
 3 75 percent of its first tranche of state funds by October 31, 2021.

4 (B) A grantee participating in the state rental assistance
 5 program pursuant to Option C shall contractually obligate at least
 6 50 percent of its total share of state funds by January 31, 2022.

7 (3) In reallocating funds pursuant to this subdivision, the
 8 department or, if applicable, the program implementer acting on
 9 behalf of the department, shall allocate unused funds to eligible
 10 grantees based on factors that include unmet need, rate of
 11 application submissions, rate of attrition, and rate of expenditures.

12 (4) Funds administered on behalf of a federally recognized
 13 tribe, pursuant to paragraph (4) of subdivision (b), are not subject
 14 to the requirements of this subdivision.

15 (e) Notwithstanding any other law, for purposes of ensuring the
 16 timely implementation of resources pursuant to this section, a
 17 grantee that has a population greater than 200,000 may enter into
 18 an agreement with the department to have its share of funds
 19 administered pursuant to this section by the department and may
 20 redirect those funds to the department for that purpose.

21 (f) The requirements of this section shall apply only to the
 22 administration of Round 2 funds.

23 SEC. 27. Section 50897.4 of the Health and Safety Code is
 24 amended to read:

25 50897.4. (a) Each Round 1 and Round 2 grantee under Section
 26 ~~50897.2 or 50897.3, as applicable,~~ shall provide to the department
 27 information relating to all applicable performance metrics, as
 28 determined by the department.

29 (b) Funds provided to a grantee under this chapter shall be
 30 subject to the same reporting and verification requirements
 31 specified in Section 501(g) of Subtitle A of Title V of Division N
 32 of the federal Consolidated Appropriations Act, 2021 (Public Law
 33 116-260). The grantee shall, in addition, provide any other
 34 information that the department deems necessary for purposes of
 35 this chapter, including, but not limited to, weekly funding
 36 obligation, expenditure, and projection reports.

37 (c) To the extent feasible, each grantee shall ensure that any
 38 assistance provided to an eligible household under this chapter is
 39 not duplicative of any other state-funded rental assistance provided
 40 to that eligible household.

1 (d) (1) The department shall submit to the Joint Legislative
2 Budget Committee, on a monthly basis for the duration of the
3 program, a report that provides programmatic performance metrics
4 for funds administered pursuant to this chapter. The report shall
5 include, at minimum, the following information:

6 (A) Obligation of funds for assistance provided under this
7 chapter.

8 (B) Expenditure of funds for assistance provided under this
9 chapter.

10 (C) Expenditure by eligible uses for assistance provided pursuant
11 to this chapter.

12 (D) Reallocation of funds, if any, for assistance provided
13 pursuant to this chapter.

14 (E) Geographic distribution of funds provided pursuant to
15 Section 50897.3.

16 (F) For the first monthly report submitted pursuant to this section
17 only, an overview of which jurisdictions have elected to participate
18 in the state rental assistance programs as provided in Sections
19 50897.2 and 50897.3, respectively.

20 (2) A report required to be submitted pursuant to this subdivision
21 shall be submitted in compliance with Section 9795 of the
22 Government Code.

23 *SEC. 28. The provisions of this act are severable. If any*
24 *provision of this act or its application is held invalid, that invalidity*
25 *shall not affect other provisions or applications that can be given*
26 *effect without the invalid provision or application.*

27 *SEC. 29. No reimbursement is required by this act pursuant*
28 *to Section 6 of Article XIII B of the California Constitution because*
29 *the only costs that may be incurred by a local agency or school*
30 *district will be incurred because this act creates a new crime or*
31 *infraction, eliminates a crime or infraction, or changes the penalty*
32 *for a crime or infraction, within the meaning of Section 17556 of*
33 *the Government Code, or changes the definition of a crime within*
34 *the meaning of Section 6 of Article XIII B of the California*
35 *Constitution.*

36 *SEC. 30. The Legislature finds and declares that Sections 11*
37 *and 13 of this act, which amend Sections 1161.2 and 1161.2.5 of*
38 *the Code of Civil Procedure, imposes a limitation on the public's*
39 *right of access to the meetings of public bodies or the writings of*
40 *public officials and agencies within the meaning of Section 3 of*

1 Article I of the California Constitution. Pursuant to that
2 constitutional provision, the Legislature makes the following
3 findings to demonstrate the interest protected by this limitation
4 and the need for protecting that interest:

5 This act balances the public's right to access records of judicial
6 proceedings with the need to protect the privacy and future housing
7 needs of tenants facing financial distress due to COVID-19.

8 SEC. 31. This act is an urgency statute necessary for the
9 immediate preservation of the public peace, health, or safety within
10 the meaning of Article IV of the California Constitution and shall
11 go into immediate effect. The facts constituting the necessity are:

12 In order to address the hardships imposed by the COVID-19
13 pandemic on tenants and landlords in California as soon as
14 possible, it is necessary that this act take immediate effect.

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

17 (a) The City of Los Angeles (the City) is experiencing a severe
18 housing crisis that is impacting the health, safety, and welfare of
19 its people.

20 (b) Since 1948, the Community Redevelopment Agency of the
21 City of Los Angeles (CRA/LA) was the City's public partner in
22 housing, commercial, neighborhood, and economic development
23 in communities that suffered from blight and catastrophic events.
24 Redevelopment agencies, such as CRA/LA, were dedicated to
25 revitalizing, refurbishing, and renewing economically
26 disadvantaged communities.

27 (c) Effective June 29, 2011, Assembly Bill 26 of the First
28 Extraordinary Session (Chapter 5 of the 2011-12 First
29 Extraordinary Session) (AB 26) deemed, upon dissolution of a
30 redevelopment agency, any property taxes that would have been
31 allocated to the redevelopment agency to no longer be deemed tax
32 increment, and instead to be deemed property tax revenues and to
33 be allocated first to successor agencies to make payments on the
34 indebtedness incurred by the dissolved redevelopment agencies,
35 with remaining balances allocated pursuant to applicable
36 constitutional and statutory provisions. Pursuant to Section 34167
37 of the Health and Safety Code, Part 1.85 (commencing with Section
38 34170) of the Health and Safety Code added by AB 26 is intended
39 to preserve, to the maximum extent possible, the revenues and
40 assets of redevelopment agencies so that those assets and revenues

1 that are not needed to pay for enforceable obligations may be used
2 by local governments to fund core governmental services including
3 police and fire protection services and schools.

4 ~~(d) The dissolution of the former CRA/LA pursuant to AB 26
5 took effect on February 1, 2012. At that time, the City elected not
6 to become the successor agency of the former CRA/LA. As a
7 result, the Governor appointed a three-member governing board
8 as the designated local authority (DLA) to wind down the
9 operations of the former CRA/LA.~~

10 ~~(e) On June 27, 2012, the Legislature and the Governor enacted
11 Assembly Bill 1484 of the 2012 Regular Session (Chapter 26 of
12 the Statutes of 2012), which, among other things, did both of the
13 following:~~

14 ~~(1) Amended Section 34189 of the Health and Safety Code to
15 make inoperative all provisions of the Community Redevelopment
16 Law (Part 1 (commencing with Section 33000) of Division 24 of
17 the Health and Safety Code) that depended on the allocation of
18 tax increment to redevelopment agencies with limited exceptions.~~

19 ~~(2) Amended Section 34173 of the Health and Safety Code to
20 allow a city or county that authorized the creation of a
21 redevelopment agency to request transfer of all land use related
22 plans and functions of the former redevelopment agency to that
23 city or county.~~

24 ~~(f) The City does not receive any tax increment to implement
25 any requirements, goals, or objectives of the redevelopment project
26 plans.~~

27 ~~(g) On June 21, 2012, the governing board of the CRA/LA, the
28 duly established successor agency to the former Community
29 Redevelopment Agency of the City of Los Angeles, approved a
30 resolution applicable to certain specified redevelopment plan
31 project areas that resolved the following: “For purposes of
32 determining whether land uses proposed in development
33 applications for any property located in the Project Areas are
34 permitted uses, it is hereby determined that any land uses permitted
35 for such property by the applicable provisions of the City of Los
36 Angeles General Plan, Community Plan and Zoning Ordinance,
37 all as they now exist or are hereafter amended or supplanted from
38 time to time, shall be permitted land uses for all purposes under
39 the applicable Redevelopment Plan [and] [t]he land use designation
40 for any property in a Project Area set forth in the Redevelopment~~

1 Plan Map and the land use regulations for such property set forth
2 in the Redevelopment Plan for the applicable Project Area shall
3 defer to and be superseded by the applicable City of Los Angeles
4 General Plan, Community Plan and Zoning Ordinance land use
5 designations and regulations for such property, all as they now
6 exist or are hereafter amended or supplanted from time to time.”

7 ~~(h) On September 24, 2019, the City Council of the City of Los~~
8 ~~Angeles adopted a resolution requesting transfer of all land use~~
9 ~~related plans and functions of the former redevelopment agency~~
10 ~~to the City pursuant to Section 34173 of the Health and Safety~~
11 ~~Code, to be effective upon the effective date of Ordinance No.~~
12 ~~186325.~~

13 ~~(i) On September 27, 2019, Mayor Eric Garcetti signed~~
14 ~~Ordinance No. 186325 and Ordinance No. 186325 became effective~~
15 ~~upon November 11, 2019. Therefore, pursuant to subdivision (i)~~
16 ~~of Section 34173 of the Health and Safety Code, an action by the~~
17 ~~City to amend or repeal any land use related plan or function of~~
18 ~~the former Community Redevelopment Agency of the City of Los~~
19 ~~Angeles transferred to the City of Los Angeles upon the effective~~
20 ~~date of Ordinance No. 186325 and those land use related plans~~
21 ~~and functions are subject to only those procedures, reports, and~~
22 ~~other requirements that would be applicable to amending or~~
23 ~~repealing a land use plan, or zoning ordinance, as applicable,~~
24 ~~independent of any procedure, report, or other requirement of~~
25 ~~Division 24 (commencing with Section 33000) of the Health and~~
26 ~~Safety Code. Additionally, pursuant to subdivision (i) of Section~~
27 ~~34173 of the Health and Safety Code, the City is prohibited from~~
28 ~~creating a new project area, adding territory to, or expanding or~~
29 ~~changing the boundaries of a project area, or taking any action that~~
30 ~~would increase the amount of obligated property tax (formerly tax~~
31 ~~increment) necessary to fulfill any existing enforceable obligation~~
32 ~~beyond what was authorized as of June 27, 2011.~~

33 ~~(j) On October 23, 2019, the City was sued on the following:~~

34 ~~(1) Under Section 21167 of the Public Resources Code, the~~
35 ~~City’s compliance with the California Environmental Quality Act~~
36 ~~(Division 13 (commencing with Section 21000) of the Public~~
37 ~~Resources Code) in adopting the ordinance to request transfer of~~
38 ~~all land use related plans and functions of the former redevelopment~~
39 ~~agency.~~

1 ~~(2) The adequacy of the City's request to transfer all land use~~
2 ~~related plans and functions of the former redevelopment agency~~
3 ~~under subdivision (i) of Section 34173 of the Health and Safety~~
4 ~~Code.~~

5 ~~(3) The City's practice of approving projects with density greater~~
6 ~~than the density restrictions in redevelopment plans under processes~~
7 ~~under state and city law to allow greater density in exchange for~~
8 ~~affordable housing, as violating and unlawfully amending the~~
9 ~~redevelopment plans.~~

10 ~~(k) In the last few years, petitioners and project opponents have~~
11 ~~brought multiple lawsuits or threatened challenges on the approval~~
12 ~~by the City of housing projects that involved over 3,000 housing~~
13 ~~units, including affordable housing units, on the basis that they do~~
14 ~~not conform to redevelopment plan requirements.~~

15 ~~(l) The City is unique compared to other cities in the state for~~
16 ~~both of the following reasons:~~

17 ~~(1) The City elected not to become the successor agency to its~~
18 ~~redevelopment agency, which was done by only six other cities,~~
19 ~~including the Cities of Los Banos, Mendota, Merced, Pismo Beach,~~
20 ~~Riverbank, and Santa Paula.~~

21 ~~(2) In the City, there are 19 active redevelopment plans which~~
22 ~~include project areas of approximately 851 acres, including plans~~
23 ~~with extensive land use and development regulations that are~~
24 ~~different from the City's own existing land use and zoning~~
25 ~~regulations.~~

26 ~~(3) The City has extensive existing and newly adopted land use~~
27 ~~regulations, including, but not limited to, regulations required by~~
28 ~~local voter initiative and designed to increase the supply of~~
29 ~~affordable housing, which have been challenged as conflicting~~
30 ~~with certain of the land use related plans and functions transferred~~
31 ~~to the City from the former redevelopment agency.~~

32 ~~(m) The City is not the successor agency to the former~~
33 ~~redevelopment agency.~~

34 ~~(n) The ambiguity about the status of the redevelopment plans~~
35 ~~in the City, including under state law, is delaying and preventing~~
36 ~~urgently needed housing, including affordable housing, in the City.~~

37 ~~(o) The unique circumstances of the City described in this~~
38 ~~section require special legislation that applies to the City.~~

39 ~~(p) It is the intent of the Legislature that this act does not affect~~
40 ~~obligations of the City of Los Angeles to comply with the~~

1 Judgment After Appeal in County of Los Angeles v. Community
2 Redevelopment Agency of the City of Los Angeles, consolidated
3 with Wiggins, et al v. Community Redevelopment Agency of the
4 City of Los Angeles, City of Los Angeles et al, (Los Angeles
5 Superior Court Nos. BC 276472, related with Case No. BC277539).

6 ~~SEC. 2. Section 34173.5 is added to the Health and Safety
7 Code, to read:~~

8 ~~34173.5. (a) The adoption of Los Angeles City Ordinance No.
9 186325 on September 27, 2019, and any action by the City of Los
10 Angeles prior to January 1, 2023, in furtherance of implementing
11 the transfer of all land use related plans and functions of the former
12 redevelopment agency, including, but not limited to, the adoption
13 of an implementing ordinance or resolution, is exempt from the
14 requirements of Division 13 (commencing with Section 21000)
15 of the Public Resources Code.~~

16 ~~(b) Notwithstanding any other provision of this division,
17 including, but not limited to, subdivision (i) of Section 34173, both
18 of the following are effective November 11, 2019:~~

19 ~~(1) All land use related plans and functions of the former
20 Community Redevelopment Agency of the City of Los Angeles
21 are transferred to the City of Los Angeles.~~

22 ~~(2) The amendment or repeal of a land use related plan or
23 function transferred pursuant to paragraph (1) is exempt from this
24 division.~~

25 ~~(c) Effective November 11, 2019, any land use or development
26 project permitted by the City of Los Angeles General Plan,
27 community plan, specific plan, Los Angeles Municipal Code, or
28 other applicable land use plan or zoning ordinance adopted under
29 the authority of the Los Angeles City Charter or Los Angeles
30 Municipal Code, for a property in a redevelopment project area,
31 is an allowed land use or development project for purposes of the
32 applicable redevelopment plan, and any conflicting provision in
33 any redevelopment plan shall defer to and be superseded by the
34 applicable provisions of the City of Los Angeles General Plan,
35 community plans, specific plans, Los Angeles Municipal Code,
36 and any other land use plans or zoning ordinances adopted under
37 the authority of the Los Angeles City Charter or Los Angeles
38 Municipal Code.~~

39 ~~(d) Effective November 11, 2019, any provision in any land use
40 related plan or function of the former Community Redevelopment~~

1 Agency of the City of Los Angeles that does any of the following
2 has no further force and effect:

3 (1) ~~Requires the City of Los Angeles to prepare or adopt~~
4 ~~policies, guidelines, or take any other legislative action, unless~~
5 ~~required by this part, including, but not limited to, a long-range~~
6 ~~property management plan required by Section 34191.5, or required~~
7 ~~by Part 1.8 (commencing with Section 34161).~~

8 (2) ~~Places a numerical cap or any other limitation on density,~~
9 ~~floor area ratios, total dwelling units or buildings, that could limit~~
10 ~~the development of housing, including affordable housing.~~

11 (3) ~~Requires administration or implementation of a cap or~~
12 ~~limitation described in paragraph (2).~~

13 (4) ~~Imposes a requirement pursuant to a provision of the~~
14 ~~Community Redevelopment Law (Part 1 (commencing with~~
15 ~~Section 33000)) that depend on the allocation of tax increment to~~
16 ~~redevelopment agencies, including, but not limited to, Sections~~
17 ~~33445, 33640, 33641, 33645, and subdivision (b) of Section 33670.~~

18 (e) ~~The provisions of this section are severable. If any provision~~
19 ~~of this section or its application is held invalid, that invalidity shall~~
20 ~~not affect other provisions or applications that can be given effect~~
21 ~~without the invalid provision or application.~~

22 SEC. 3. ~~The Legislature finds and declares that a special statute~~
23 ~~is necessary and that a general statute cannot be made applicable~~
24 ~~within the meaning of Section 16 of Article IV of the California~~
25 ~~Constitution because of the unique circumstances of the City of~~
26 ~~Los Angeles as described in Section 1.~~

27 SEC. 4. ~~This act is an urgency statute necessary for the~~
28 ~~immediate preservation of the public peace, health, or safety within~~
29 ~~the meaning of Article IV of the California Constitution and shall~~
30 ~~go into immediate effect. The facts constituting the necessity are:~~

31 ~~In order to create affordable housing opportunities at the earliest~~
32 ~~possible time, it is necessary for this act to take effect immediately.~~