

# CALIFORNIA PRACTICE GUIDE

## LANDLORD-TENANT

### 2025 UPDATE

This 2025 softbound update completely replaces the 2024 update.

These Highlights summarize some of the most significant developments over the past year. Paragraph numbers refer to the 2025 edition of the Practice Guide where the topics are discussed in greater detail. Our cut-off date for this Update was June 30, 2025. Some of the new cases cited were not final as of that date, so be sure to check the subsequent histories before citing or relying on them.

**COVID-19-RELATED LEGISLATION:** Provisions making unlawful detainer actions (CCP §1161) subject to the COVID-19 Tenant Relief Act “sunset” on February 1, 2025. Additionally, we remind you that the COVID-19 Tenant Relief Act (CCP §1179.01 et seq.) is due to “sunset” on October 1, 2025.

**CHECK FOR LEGISLATION DEVELOPMENTS:** This 2025 Update went to press before the end of the legislative session. Counsel should check for any relevant new or amended statutes chaptered after our publication date that will go into effect on January 1, 2026, unless otherwise noted, considering their impact on discussions in this Practice Guide.

**Thank You!** We value your comments and suggestions. Your input keeps us on track in this ever-changing field.

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## 2025 UPDATE HIGHLIGHTS

### CHAPTER 1

#### PRELIMINARY CONSIDERATIONS: ACCEPTING THE CASE; INITIAL COUNSELING AND NEGOTIATIONS

##### Litigation Privilege

[1:244.13] **Presuit meeting:** Civ.C. §47(b) privilege does not apply to prelitigation meetings where there is no good faith present intention to litigate. [*Shenefield v. Kovtun* (2024) 106 CA5th 925, 940, 327 CR3d 519, 530]

### CHAPTER 2B

#### RENTAL AGREEMENTS

##### Application Screening Fee

[2:76.13a; 2:76.14-76.14a] **Limitations on charging application screening fees:** Residential landlords may charge prospective tenants an application screening fee *only if* specified processes are offered at the time the fee is collected. These processes involve the availability of the unit, when applications are considered, criteria provided in the application form, approval of applications and refund of screening fees under specified circumstances. [Amended Civ.C. §1950.6(c)(2)]

[2:76.15] **Copy of applicant's consumer credit report:** A copy of the applicant's consumer credit report must be provided by personal delivery, mail or email within seven days of receipt by the landlord or landlord's agent. [Amended Civ.C. §1950.6(f)]

##### Foreign Language Translations

[2:83; 2:85] **Applies to nonresidential-zoned commercial spaces:** Foreign language translation requirements now apply to leases for nonresidential-zoned commercial spaces with "qualified commercial tenants" (as defined; *see* ¶[2:86a]) on or after January 1, 2025. However, the translation exception for tenants negotiating through an interpreter does *not* apply to these commercial real property leases. [New Civ.C. §1632(b)(8), (h)(3)]

[2:88] **Commercial real property contract voidable only by "qualified commercial tenant":** Only a "qualified commercial tenant" may rescind a contract/lease entered into on or after January 1, 2025, for the landlord's failure to provide a foreign language translation. [New Civ.C. §1632(b)(8), (k)(2)]

[2:88a] **Waiver of Civ.C. §1632 void and unenforceable:** See new Civ.C. §1632(l).

##### Rent and Other Charges

[2:147.2] **Rent payment fees prohibited:** A landlord (or agent) must not charge a fee for payment by check for rent or security deposit. [New Civ.C. §1947.3(b)]

##### Enforceability of Cotenancy Provisions (Shopping Centers)

[2:394.23-394.24] **Alternate means of performance:** Courts engage

in a two-step inquiry to determine whether a cotenancy provision that provides for alternative performance is an unenforceable penalty. The “realistic and rational choice” test is applied to determine whether the provision establishes alternative performance methods or provides for liquidated damages. Where the provision establishes methods of alternative performance, the inquiry ends. If the provision provides for liquidated damages, the court must apply Civ.C. §1671’s reasonability limitation (see ¶7:482). [*JJD-HOV Elk Grove LLC v. Jo-Ann Stores, LLC* (2024) 17 C5th 256, 264-267, 328 CR3d 61, 66-69—cotenancy provision was valid method of alternative performance and not unenforceable penalty where it reserved landlord’s power to provide higher level of service and receive higher rent or, alternatively, to provide reduced level of service and receive reduced rent]

## CHAPTER 2C

### DISCRIMINATION IN RENTING

#### Disability Discrimination

[2:597.7] **Federal FHA:** See *Ohio House, LLC v. City of Costa Mesa* (9th Cir. 2025) 135 F4th 645, 667—sober living home operator’s claim that city’s zoning laws discriminated against disabled in violation of FHA denied because operator failed to establish that zoning law caused significant, adverse or disproportionate impact on individuals with disabilities.

#### Combination of Protected Characteristics

[2:604.1] **Unruh Act and FEHA:** Under the Unruh Act and the FEHA, discrimination based on expressly-enumerated protected classifications now includes any *combination* of characteristics. [Amended Civ.C. §51(e)(7); amended Gov.C. §12920; also discussed at ¶2:553.25, 2:561, 2:628.1-628.2]

## CHAPTER 2D

### AMOUNT OF RENT (RESIDENTIAL)

#### Commercial Tenancies Compared

[2:701.2] **Limitation on collecting fee to recover building operating costs from qualified commercial tenants:** Commercial landlords are prohibited from collecting a fee to recover building operating costs from “qualified commercial tenants” except under specified circumstances and until required documentation is provided. Violation of these provisions subject the commercial landlord to liability to the qualified commercial tenant in a civil action. [New Civ.C. §1950.9; see Civ.C. §1950.9(a), (b) & (e); see also Civ.C. §1950.9(h) (definitions)]

## CHAPTER 2E

### SECURITY DEPOSITS

#### Collection of Security Deposits

[2:760.5a] **Return of security to service members:** On or after April 1, 2025, where a landlord (or agent) charges a service member renting residential property security that is higher than standard or

advertised due to a tenant-related factor, the landlord must provide a written statement re the amount and an explanation why the higher amount is being charged. This additional amount must be returned to the tenant after no more than six months of residency if the tenant is not in arrears during that period. [New Civ.C. §1950.5(c)(4)]

### **Security Deposits Retained at Termination of Tenancy**

[2:776.1] **Limitation on claims against tenant or security based on repairs, damage:** Claims against the tenant or the security for material or supplies and for work by a contractor, or for professional carpet cleaning or other professional cleaning services, are limited to the reasonable amount necessary to restore the premises to the condition at the tenancy's inception, exclusive of ordinary wear and tear. [New Civ.C. §1950.5(e)(2)(B), (C)]

[2:780] **Exception to notification requirement of tenant's right to initial inspection for three-day notice terminations:** The requirement that the landlord provide written notice of the tenant's right to an initial inspection under Civ.C. §1950.5(f) does *not* apply when the tenancy is terminated pursuant to a three-day notice under CCP §1161(2), (3) or (4). [New Civ.C. §1950.5(f)(7)]

[2:780.4] **Photographs of units:** For tenancies beginning on or after July 1, 2025, the landlord must take photographs of units immediately before or at the inception of a tenancy. Beginning April 1, 2025, the landlord must photograph the unit within a reasonable time after possession is returned to the landlord but before any repairs or cleanings for which a deduction or claim against the security deposit will be made. Additionally, the landlord must photograph the unit within a reasonable time after repairs or cleanings are completed. [New Civ.C. §1950.5(g); *see also* ¶2:196.2]

[2:780.6a] **Limited to repairs, cleanings in itemized statement:** Subject to Civ.C. §1950.5(f)(5) and (6) (¶2:780.8), where, at the time of the inspection, the premises do not contain tenant possessions that prevent the landlord from identifying repairs or cleanings, the landlord must not use the security deposit for deductions for repairs or cleanings that are not identified in the itemized statement. [New Civ.C. §1950.5(f)(4)]

[2:782] **Documentation of repair/cleaning charges:** Where a deduction is made for Civ.C. §1950.5 repairs and cleanings, the landlord must provide photographs along with a written explanation of allowable repairs and cleaning costs. Those photographs may be provided to the tenant by mail, email, computer flash drive or by an online link. [New Civ.C. §1950.5(h)(2)(D)]

[2:783] **No claim where landlord acted in bad faith:** The landlord is not entitled to claim any amount of security where the landlord, in bad faith, fails to comply with Civ.C. §1950.5(h). [New Civ.C. §1950.5(h)(7)]

## **CHAPTER 3**

### **WARRANTY OF HABITABILITY**

#### **Landlord's Statutory Duties**

[3:4.1] **Condominium homeowners association's duty to restore**

**certain uninterrupted utility services:** Unless otherwise provided, the homeowners association is responsible for repairs and replacements necessary to restore specified interrupted utility services that begin in the common area, even if extending to an exclusive use common area. This does not change any legal duty or obligation of a utility company or local government to repair or replace specified utility service components. [New Civ.C. §4775(a)(2)] Civ.C. §4775 does not apply if the association is in an area affected by a federal, state or local state of emergency and such condition materially affects the association's ability to perform its §4775 responsibilities. [New Civ.C. §4775(e)]

### **Remedies for “Substantially Endangering” Conditions**

[3:72.1] **Appointment of receiver:** The appointment of a receiver pursuant to another provision of law does not prevent an enforcement agency from seeking, or the court from appointing or replacing, a receiver pursuant to Health & Saf.C. §17980.7. [Amended Health & Saf.C. §17980.7(c)]

[3:72.7a] **Extension of postdischarge retention of jurisdiction:** The court's retention of jurisdiction after discharging a receiver may be extended by court order to ensure continuing compliance. [Amended Health & Saf.C. §17980.7(c)(10)]

### **Tailoring Abatement to Minimize Tenant Hardship**

[3:75.1] **Illegal occupation:** Where the enforcement agency determines that a building or portion thereof is substandard based solely on it being illegally occupied, the enforcement agency must not commence court proceedings to abate the violation by repair if all of the following are met: (a) the owner declares under penalty of perjury that the occupant is illegally occupying the building; (b) the owner has filed and is “diligently prosecuting” an unlawful detainer action against the occupant or the occupant is being removed pursuant to Pen.C. §602; and (c) the enforcement agency determines that the building poses no risk to tenants, nearby residents, or the public. [New Health & Saf.C. §17980(c)(3)]

## **CHAPTER 4**

### **RIGHTS AND OBLIGATIONS DURING THE TENANCY**

#### **Changing Rental Terms**

[4:42.7a-42.7b] **Commercial real property notice:** Commercial real property landlords must include the information from Civ.C. §827(b) (§4:42.5 *ff.*) in the notice. A rent increase for a commercial real property lease by a qualified commercial tenant (as defined) is not effective until the notice period has expired. Notwithstanding any other provision of law, violations do not entitle a qualified commercial tenant to civil penalties. [New Civ.C. §827(b)(4)-(7); *see also* §4:68]

#### **Tenant Victim of Abuse or Violence**

[4:240.10-240.11] **Landlord duty under Civ.C. §1941.6 to change locks for “protected tenant”:** The discussion of Civ.C. §1941.6 has been expanded to more fully address the requirement that the

landlord change the locks of a “protected tenant” (as defined) where a person who is restrained from contact with the “protected tenant” under a “court order” is a tenant in the same dwelling unit. [Civ.C. §1941.6]

### **Short-Term Lodging Listings**

[4:298-298.4] **Disclosures re additional fees, cleaning requirements; penalties for violations:** Effective July 1, 2025, state law requires that “short-term lodging” (as defined; ¶4:298.7), or person advertising or listing a short-term lodging on an internet website, application or similar centralized program, must include specified information in their listing such as additional fees and potential penalties added should the consumer fail to perform certain cleaning tasks at the conclusion of the stay and a description of the required cleaning tasks. The consumer must affirmatively acknowledge before the stay a disclosure of fees and charges that may be added and the description of the required cleaning tasks. Other provisions provide for penalties for violations and that the duties and obligations imposed are cumulative. [New Bus. & Prof.C. §17568.8]

## **CHAPTER 5**

### **RESIDENTIAL RENT CONTROL AND EVICTION CONTROL**

#### **State Law Preemption**

[5:22a] **Unlawful detainer procedures:** A San Francisco ordinance that extended the notice timelines for landlords pursuing at-fault evictions by requiring an additional 10-day warning and cure period before serving a three-day statutory notice was directly preempted by the CCP §1161 notice period. Additionally, the ordinance was impliedly preempted where the state statutory scheme fully occupied the field of landlord-tenant notification timelines. [*San Francisco Apartment Ass’n v. City & County of San Francisco* (2024) 104 CA5th 1218, 1237-1240, 325 CR3d 623, 638-640]

## **CHAPTER 6**

### **LANDLORD-TENANT PREMISES LIABILITY**

#### **Landlord Negligence Liability to Tenant**

[6:18.2] **Public policy bar to enforcement of exculpatory agreements:** See *Whitehead v. City of Oakland* (2025) 17 C5th 735, 739, 750-751, 332 CR3d 134, 139, 145-146—bicyclist’s release of liability for injury sustained during charity cycling event was unenforceable under Civ.C. §1668 to extent it purported to exculpate City for future statutory violations re public safety of roadway (Gov.C. §835) (expressly not deciding whether §1668 invalidates anticipatory releases arising from every statutory violation).

#### **Landlord and Tenant Negligence Liability to Third Persons**

[6:24d] **Duty to inspect risky conditions in commercial establishments:** Compare *Gonzalez v. Interstate Cleaning Corp.* (2024) 106 CA5th 1026, 1036-1038, 327 CR3d 530, 539-540—summary judgment in favor of shopping center and janitorial company

affirmed where undisputed evidence showed active floor inspections and 8-9 minute interval between last inspection and plaintiff's fall on spilled oranges was insufficient to establish constructive knowledge.

[6:26.11] **Conditions on adjacent property; no independent negligence or nuisance:** No duty was owed to decedents/motorists who collided, veered off the roadway and struck a tree on land owned by a railroad company. Landowner did not cause the alleged hazard, was not on notice of any alleged risk posed by the tree, did not commit an infraction or public offense, and had no responsibility for the design of the highway or recovery zones. Additionally, there was no evidence that landowner made a calculated decision not to remove the tree to obtain any benefit. The lack of any moral blame that could be attributed to landowner weighed in favor of creating a judicial exception to the ordinary duty of care. [*Union Pac. R.R. Co. v. Sup.Ct. (Abrams)* (2024) 105 CA5th 838, 858-861, 326 CR3d 258, 277-279]

### **Tenants Injured From Third Party Criminal Conduct**

[6:66] **Condominium association liability:** See *Woolard v. Regent Real Estate Services, Inc.* (2024) 107 CA5th 783, 792, 328 CR3d 439, 447—homeowner association and management company had no duty to intervene in verbal and physical altercations between tenants who were not association owners or members.

### **Limited Liability of Government Entities**

[6:93.11] **“Actual notice” of dangerous condition:** See *Kabat v. Department of Transp.* (2024) 107 CA5th 651, 666-667, 328 CR3d 417, 429-430—Caltrans did not have notice of alleged dangerous condition where decedent/bicyclist was struck while crossing at marked, non-signalized crosswalk at freeway on-ramp where computerized database showed no substantially similar accidents during preceding 10-year period during which 13.1 million vehicles passed through; *Maksimow v. City of So. Lake Tahoe* (2024) 106 CA5th 514, 523-524, 327 CR3d 104, 110-111—although City employees knew of snowfall 11 days earlier and presence of abandoned vehicle, “general knowledge” that snow sometimes turns to ice and abandoned cars may interfere with snow removal operations does not suggest City had actual knowledge of dangerous, icy condition in parking lot where pedestrian slipped and fell.

[6:93.12] **“Constructive notice” of dangerous condition:** There was no triable issue of material fact whether alleged dangerous, icy condition in city parking lot was present long enough for City to have constructive notice where there was no ice on date that City knew of snow and abandoned vehicle, and there were temperature fluctuations during intervening 11 day period (finding it unnecessary to consider whether conditions were obvious). [*Maksimow v. City of So. Lake Tahoe*, supra, 106 CA5th at 524-528, 327 CR3d at 112-115]

## **CHAPTER 7**

### **TERMINATING THE TENANCY AND RELATED REMEDIES**

#### **Personal Property Remaining at Storage Facility**

[7:79.4] **Special notice requirements, procedures:** Under the

California Self-Service Storage Facility Act (Bus. & Prof.C. §21700 et seq.), the owner must provide specific written notices before termination or nonrenewal of the rental agreement and after the rental agreement has ended re the storage and disposition of personal property left at the storage facility. [New Bus. & Prof.C. §§21712.3, 21712.4] Additional provisions address where the property may be placed until release or disposition, conditions under which the property may be released to the former occupant and sale of the property. [New Bus. & Prof.C. §§21712.6, 21712.7, 21712.8; *see also* ¶9:650]

### **Just Cause Termination under Tenant Protection Act of 2019**

[7:104.11a] **Landlord prohibited from charging fee for payment by check for rent:** See new Civ.C. §1947.3(b).

[7:104.14] **Effect of noncomplying CCP §1161(2) three-day notice notice:** A three-day notice was invalid where it failed to include the complete and accurate name of the corporate entity (the notice spelled the name as two words rather than a single word, failed to identify the corporate form and there were multiple similarly named entities in the state). [*City of Alameda v. Sheehan* (2024) 105 CA5th 68, 82, 325 CR3d 438, 448 (*also discussed at* ¶7:104.11)]

### **30/60 Day Notice to Terminate**

[7:200.2-200.2b] **30-day termination notice for qualified commercial tenants occupying unit less than one year:** The 30-day notice provision also applies to qualified commercial tenants in commercial real property (as defined) who have occupied the property for less than one year. Notice provided by a commercial real property landlord must include information on the Civ.C. §1946.1 provisions. [Amended Civ.C. §1946.1(b), (c); new Civ.C. §1946.1(j), (k)]

[7:200.2b; 7:219.10] **No charge for serving, posting or delivering Civ.C. §§1946 or 1946.1 notice:** See new Civ.C. §§1946(b), 1946.1(i)]

[7:200.10] **60-day termination notice for qualified commercial tenant occupying unit at least one year:** The 60-day notice provision also applies to qualified commercial tenants (as defined) who have occupied the property for at least one year. [Amended Civ.C. §1946.1(b)]

### **Terminations Involving Crime Victims**

[7:222.20; 7:222.25] **Local government prohibited from imposing penalties based on law enforcement contact, criminal convictions:** See *People ex rel. Soto v. Group IX BP Properties, LP* (2025) 110 CA5th 793, 800-804, 332 CR3d 175, 181-185—action brought by city attorney on behalf of state to enforce statewide nuisance law (Civ.C. §3479 et seq.) was not barred by Gov.C. §53165.1(b)(1) because action involved enforcement of state law, not enforcement of ordinance, rule, policy, program or regulation, and could not be construed as action by local government.

### **Eviction of Holdover After Stated Term Expires**

[7:272] **New tenancy created by accepting rent:** See *Baca v. Kuang* (2025) — CA5th —, —, 328 CR3d 854, 860-861—commercial landlord’s acceptance of rent payments tenant after expiration

of lease triggered presumption under Civ.C. §1945 that landlord consented to renewal of month-to-month lease.

## CHAPTER 8

### UNLAWFUL DETAINER LITIGATION: PRETRIAL MATTERS

#### Defendant's Preanswer Responsive Pleadings

[8:144; 8:145; 8:149; 8:156; 8:165; 8:184; 8:231; 8:242; 8:260.1; 8:263; 8:263.1; 8:495] **Period to respond to UD complaint extended to 10 days:** The period in which defendants have to respond to the unlawful detainer complaint is extended to 10 days after service. [Amended CCP §§1167(a)] This extended time period applies to a variety of responsive pleadings—motions to quash (¶8:145), summons (¶8:149, 8:156), motions to quash (¶8:165), demurrers (¶8:184, 8:231), motions to strike (¶8:242), motions to transfer venue (¶8:260.1), answers (¶8:263, 8:263.1), and defaults taken for failure to timely file permissible responsive pleadings (¶8:495).

#### Demurrer Procedure

[8:232] **Moving and supporting papers:** All moving and supporting papers must accompany the notice of motion for the demurrer. Service must be in compliance with CCP §1170 and CCP §§1010.6 or 1013. [New CCP §1170(b)(1)]

[8:234] **Hearing:** In summary proceedings, notwithstanding any other law, a hearing on the demurrer must be set for between five and seven court days after the notice of motion is filed. For good cause, the court may order a later date on notice prescribed by the court. [New CCP §1170(b)(1)]

[8:234.1] **Opposition and reply to demurrer:** An opposition or reply to an opposition to the demurrer may be made orally at the hearing. An opposing party who seeks to have the opposition considered in advance of the hearing must file and serve the written opposition on or before the court day before the hearing. Service must be reasonably calculated to be delivered no later than close of business the court day before the hearing. The court has discretion to consider a written opposition filed later. [New CCP §1170(b)(2)]

#### Motion to Strike Procedure

[8:242] **Must be filed within time allotted to answer:** A motion to strike must be filed within the time allotted to answer (normally, within 10 days after service of summons and complaint). [Amended CCP §§1167(a), 1170(a)]

[8:255.5] **Notice of hearing on motion:** In summary proceedings, notwithstanding any other law, a hearing on the motion to strike must be set for between five and seven court days after filing. For good cause, the court may order a later date on notice prescribed by the court. All moving and opposition papers must be served with the notice of motion. [Amended CCP §1170(b)(1)]

[8:257] **Opposition and reply to motion to strike:** An opposition or reply may be made orally at the hearing. An opposing party who seeks to have the opposition considered in advance of the hearing

must file and serve the written opposition on or before the court day before the hearing. Service must be reasonably calculated to be delivered no later than close of business the court day before the hearing. The court has discretion to consider a written opposition filed later. [New CCP §1170(b)(2)]

#### **Affirmative Defenses**

[8:383.5] **Violation of Civ.C. §1950.9:** Commercial landlords are prohibited from charging a qualified commercial tenant fees to recover building operating costs unless specified conditions apply. [New Civ.C. §1950.9; see Civ.C. §1950.9(a), (h) (definitions)] For UD, ejectment or other actions to recover possession based on the qualified commercial tenant's failure to pay a fee to recover building operating costs, the tenant may raise as an affirmative defense the landlord's violation of §1950.9. [Civ.C. §1950.9(d)]

#### **Default Judgment**

[8:547] **CCP §473(d) motion for void judgment:** Motions under CCP §473(d) to vacate a judgment allegedly void for lack of service, based on extrinsic evidence, must be brought within a "reasonable time" after entry of default. [*California Capital Ins. Co. v. Hoehn* (2024) 17 C5th 207, 212, 225-226, 327 CR3d 172, 175-176, 186 (disapproving prior authority that applied 2-year time limit to §473(d) motions to vacate)]

[8:548] **Equitable motion:** See *Politsch v. Metroplaza Partners, LLC* (2025) 109 CA5th 397, 408-409, 330 CR3d 449, 457-458—8 year delay justified where counsel failed to advise client to take any action.

### **CHAPTER 9**

#### **UNLAWFUL DETAINER LITIGATION: TRIAL, JUDGMENT AND POSTJUDGMENT MATTERS**

##### **Disposition of Personal Property in Vacated Units**

[9:650] **Personal property abandoned at self-service storage facility:** See ¶7:79.4 of the *Highlights Summaries*.

### **CHAPTER 10**

#### **BANKRUPTCY AFFECTING THE TENANCY**

##### **Automatic Stay of Action on Lease**

[10:21] **No stay required where no certification filed:** See *In re Bowers* (BC CD CA 2025) 666 BR 374, 385—deadline to file/serve "cure" certification and pay default is inflexible and cannot be extended; 11 USC §362(b)(22) stay exception is immediately effective where debtor fails to timely perform those acts.

### **CHAPTER 11**

#### **MOBILEHOME PARK TENANCIES**

##### **Limited Exemptions for Certain MRL Tenancies**

[11:100] **Former exemption for certain long-term rental agreements**

**“sunset” 1/1/25:** Former Civ.C. §798.17, which granted an exemption for other mobilehome rental agreements from local ordinance rent ceilings if specified conditions were met, “sunset” on January 1, 2025 (repealed by Stats. 2020, Ch. 35; operative 1/1/25). Counsel should consult the former statute when dealing with cases initiated before the repeal date.

#### **Removal of Unauthorized Vehicles**

[11:116.5c] **No removal of work/employment vehicles:** Management must not remove any vehicle used or required by the homeowner for work or employment, or which advertises any trade/services on the vehicle, from a homeowner/resident’s driveway, designated parking space, or parking space provided by management. However, this restriction does not apply, and management may remove such a vehicle pursuant to Veh.C. §22658 (¶11:116.7), where any part of the vehicle extends into the roadway or poses a significant danger to a resident’s or guest’s health or safety, or if a homeowner or resident requests removal. [New Civ.C. §798.28.5(c)]

