

CALIFORNIA PRACTICE GUIDE

LANDLORD-TENANT

2026 UPDATE

This 2026 softbound Update completely replaces the 2025 Update.

These Highlights summarize some of the most significant developments over the past year. Paragraph numbers refer to the 2026 edition of the Practice Guide where the topics are discussed in greater detail. Our cut-off date for this Update was July 1, 2026. 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.

CHECK FOR LEGISLATION DEVELOPMENTS: This 2026 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, 2027, unless otherwise noted, considering their impact on discussions in this Practice Guide.

Thank You! Your comments and suggestions regarding this Practice Guide are invaluable. *Please keep them coming!*

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2026 UPDATE HIGHLIGHTS

CHAPTER 1

PRELIMINARY CONSIDERATIONS: ACCEPTING THE CASE; INITIAL COUNSELING AND NEGOTIATIONS

Ethical Limitations

[1:70; 1:227] **Attorney “competence”:** Although trial court did not find attorney’s conduct to be “intentional, reckless, grossly negligent or repeated,” appeals court reversed damages for professional negligence claim and upheld damages award for breach of fiduciary duty claim, where attorney failed to propound discovery, timely respond to discovery, and sufficiently prepare client before withdrawing before trial. [*Kaushansky v. Stonecroft Attorneys, APC* (2025) 109 CA5th 788, 801-807, 330 CR3d 753, 764-769]

[1:87.1] **Malicious prosecution:** Appeals court vacated judgment against landlord because good-faith reliance on advice of counsel is a complete bar to a malicious prosecution claim. [*Ceron v. Liu* (2025) 112 CA5th 307, 311, 334 CR3d 280, 284]

[1:103] **Confidential information obtained outside attorney-client relationship:** Case was remanded for trial court to reconsider denial of attorney disqualification and prejudice incurred from improperly-obtained, privileged information that attorney received from client. [*Guardian Storage Centers, LLC v. Simpson* (2026) 119 CA5th 509, 528, 342 CR3d 692, 707]

[1:205] **Client approval to settle:** Although attorney-agent must have client-principal’s consent to settle case, client can later ratify unauthorized settlement agreement by approving the settlement after the fact. [See *Chong v. Mardirossian Akaragian LLP* (2026) 117 CA5th 1017, 1027-1028, 340 CR3d 813, 822]

Anti-SLAPP Litigation

[1:246.27] **Prohibited conduct:** A landlord who wrongfully evicted tenants from six of his units, without notice, is not protected by the anti-SLAPP statute even though he filed a UD action, obtained a default judgment, and executed a writ of possession against the tenant of the seventh unit, who was the only tenant that was behind on rent. [*Noon v. Fuentes* (2025) 116 CA5th 651, 655-656, 661-662, 339 CR3d 65, 68, 72-73]

[1:246.28] **SLAPPback:** Appeals court held it did not have jurisdiction over SLAPPback litigation as Tenant failed to file a writ petition as required. [*Wong v. Dong* (2025) 112 CA5th 109, 114, 117, 333 CR3d 698, 703, 705]

CHAPTER 2A

TENANCIES VS. OTHER RELATIONSHIPS

Proprietor-Guest (or Lodger)

[2:39.2] **Forced check out:** Civ.C. §1940.1 does not require

that plaintiffs demonstrate that hotel was their own primary residence, but only that the hotel is residential. [Civ.C. §1940.1(a); see *Aerni v. RR San Dimas, L.P.* (2026) 119 CA5th 549, 563, 342 CR3d 722, 731]

CHAPTER 2D

AMOUNT OF RENT (RESIDENTIAL)

Mobilehome and Floating Home Tenancies

[2:700.4b] **Limitations on chargeable fees:** Certain conditions apply to floating home marinas within the County of Marin: (1) fees for utilities and incidental reasonable charges for services must reflect actual costs; (2) the marina owner must demonstrate that all fees charged to a homeowner was, or currently is, a service being actually rendered; and (3) the marina owner must not charge the homeowner a fee to enforce the marina's rules and regulations. [See new Civ.C. §800.41(c)]

State of Emergency

[2:700.7] **No increase of more than 10% for 30 days:** City's denial of annual CPI-based rent increase exceeding 10% emergency cap allowed by Pen.C. §396 and holding fixed rental price under local rent control ordinance as of the date of the emergency declaration was affirmed. [Pen.C. §396(e); *Western Manufactured Housing Communities Ass'n v. City of Santa Rosa* (2026) 119 CA5th 1275, 1287, 343 CR3d 442, 450]

CHAPTER 2E

SECURITY DEPOSITS

Security Deposit Refunds

[2:781.2.2-781.3] **Method of refund:** By written agreement, the landlord (or landlord's successor in interest) and tenant may designate another method to return remaining security deposit (e.g., any other electronic or virtual method) to an alternative address. [New Civ.C. §1950.5(h)(1)(A)(i), (ii)(I)]

[2:781.4] **Method of itemized statement:** The landlord must provide the itemized statement by personal delivery or first-class mail, postage prepaid. However, upon mutual agreement at the commencement or any time during the tenancy, the itemized statement may be provided either by: (i) emailing to an account provided by tenant or (ii) first-class mail, postage prepaid to an address provided by tenant. [New Civ.C. §1950.5(h)(1)(B)(ii)]

[2:781.5-781.6] **Multiple adult tenants:** If multiple tenants reside in the unit, the landlord must return the remainder of security by check payable to all adult tenants on the lease at its termination. The landlord must provide the itemized statement to any one of the adult tenants either by personal delivery or first-class mail, postage prepaid. [New Civ.C. §1950.5(h)(1)(C)(i)]

[2:781.7] **Termination pursuant to Civ.C. §1946.7:** If one tenant terminates pursuant to Civ.C. §1946.7 and no written agreement

was entered by the landlord and all adult tenants pursuant to Civ.C. §1950.5(h)(1)(C)(ii), and the tenant requests the security be disbursed in a different manner than by check payable to all tenants, the landlord can do so. [New Civ.C. §1950.5(h)(1)(C)(iii)]

CHAPTER 3

WARRANTY OF HABITABILITY

Civil Code §1941.1 “untenantable” Dwellings

[3:21b-21d] **Stove:** For leases entered into, amended, or extended *on or after January 1, 2026*, the premises must have a stove that is maintained in good working order and capable of safely generating heat for cooking. Stoves recalled by a manufacturer or a public entity are not capable of safely generating heat for cooking. [New Civ.C. §1941.1(a)(10)]

[3:21k-21q] **Refrigerator:** For leases entered into, amended, or extended *on or after January 1, 2026*, the premises must have a refrigerator that is maintained in good working order and capable of safely storing food. Refrigerators recalled by a manufacturer or a public entity are not capable of safely storing food. [New Civ.C. §1941.1(a)(11)]

CHAPTER 4

RIGHTS AND OBLIGATIONS DURING THE TENANCY

Maintaining and Repairing Premises

[4:189.5] **Asbestos abatement:** If the owner confirms the presence of asbestos containing material (ACM) during the inspection process and is unable to complete the inspection as a result, the owner has up to 9 months to complete the necessary ACM abatement. When the ACM abatement is completed, the owner has no more than 3 months to complete the inspection. The owner must keep records confirming the ACM presence and abatement for 3 years after completing inspection. [New Health & Saf.C. §17973(d)(2)]

CHAPTER 5

RESIDENTIAL RENT CONTROL AND EVICTION CONTROL

Challenges to Rent Control

[5:61.1b] **Just and reasonable return challenges:** Mobilehome rent control ordinance was not proven to be confiscatory because it does not indefinitely freeze gross rental rate, but allows for increases over 8-year period. [Compare *Anaheim Mobile Estates, LLC v. State of Calif.* (2025) 113 CA5th 602, 613, 335 CR3d 736, 743]

CHAPTER 6

LANDLORD-TENANT PREMISES LIABILITY

Landlord Liability

[6:11.1; 6:15.1] **Failure to meet building code**

requirements: Tenant could pursue claim for negligence per se where Landlord failed to update windows to updated Building Standards Code while renovating building and replacing windows. [*Jimenez v. Hayes Apartment Homes, LLC* (2025) 115 CA5th 1072, 1078, 338 CR3d 719, 723—where tenant’s children fell from second story window, landlord’s failure to install fall prevention device in compliance with updated building code during window replacement was sufficient to support claim for negligence per se]

[6:18.12] **Workers’ comp. limitation:** Because home insurer required property owner to allow independent contractor inspector by home insurer, owner was “hirer” for purposes of Privette doctrine, and neither insurer nor homeowner was liable for inspector’s injuries. [See also *Andrew v. Wagner* (2025) 116 CA5th 766, 772-774, 339 CR3d 588, 593-594]

Limited Liability of Government Entities

[6:93.11] **“Actual notice” for public entity:** Evidence of prior incidents of pear tree branches falling were relevant and admissible to establish that City had notice of dangerous condition. [Gov.C. §835.2(a); see *Yan v. City of Diamond Bar* (2026) 119 CA5th 21, 33, 342 CR3d 311, 320]

[6:95.18] **Recreational trails:** A bike lane on a city street was not a “trail,” for purposes of Gov.C. §831.4(a) trail immunity where it could be used for both recreational purposes and to access recreational areas. [*Hu v. City of San Jose* (2025) 114 CA5th 149, 157-158, 160-161, 336 CR3d 645, 650-651, 653-654]

CHAPTER 7

TERMINATING THE TENANCY AND RELATED REMEDIES

Three-day Notice for Unlawful Detainer

[7:176.1] **Pleading requirements:** *Effective January 1, 2027*, the complaint must specifically plead the date, time, and location of the effected service of the termination notice. [Amended CCP §1166(a)(5)]

Eviction of Holdover Tenant

[7:272] **New tenancy created by accepting rent:** No new tenancy was created, despite tenant’s payment of month’s rent one day before commercial lease expiration and additional partial payment after expiration, where objective evidence demonstrated that parties did not agree to continue lease. [Compare *Ashirwad, LLC v. Bradbury* (2026) 118 CA5th 803, 811-812, 341 CR3d 877, 883-884]

CHAPTER 8

UNLAWFUL DETAINER LITIGATION: PRETRIAL MATTERS

Service and Proof of Service

[8:53] **Allegation of service:** *Effective January 1, 2027*, the complaint must “[s]tate specifically the method used to serve the

defendant with the notice or notices of termination upon which the complaint is based, and the date, time, and location of effected service of the termination notice.” [Amended CCP §1166(a)(5)]

[8:107-108] **Entity and individual defendants:** *Effective January 1, 2027*, mailed copies of the summons and complaint can also be sent by either Priority Mail with tracking or Certified Mail with return receipt requested (in addition to first-class mail), with postage prepaid. [Amended CCP §415.20(a), (b)(1)]

[8:111; 8:121.1] **“Reasonable diligence” to effect personal service:** *Effective January 1, 2027*, a party shows reasonable diligence by attempting personal delivery, in good faith, on at least three different occasions on three different days at three different times. [New CCP §415.20(b)(2)]

[8:114-114.3] **Photographic evidence of attempted service (eff. 1/1/27):** *Effective January 1, 2027*, proof of personal service, substitute service, and service in unlawful detainer actions under CCP §415.10, 415.20, 415.30, or 415.45 must include one or more photographs of the site of each effected or attempted service of the summons and complaint, taken as practicable to the time of effecting or attempting service within the guidelines discussed below. [New CCP §417.10; see CCP §417.10(a)(1), (5), (g)]

Preamble Responsive Pleadings

[8:150] **Mandatory Judicial Council form summons satisfies statutory requirements:** The Judicial Council is required to create *by January 1, 2027*, a mandatory form for use in residential property actions under CCP §1161 that includes the statutory requirements of CCP §412.20(a) in English, Spanish, Chinese, Tagalog, Vietnamese and Korean. [CCP §412.20(c); see also new CCP §412.20(d)]

[8:234; 8:255.5] **Hearing on demurrer/motion to strike:** Upon a showing of good cause, the court may order a later hearing date for a hearing on demurrer *at any time* for *residential* tenancies, but for *commercial* tenancies, the later hearing date must be set *within 10 days* of the first hearing date, on notice prescribed by the court. [New CCP §1170(b)(1), (2)]

Affirmative Defenses

[8:388.2-388.4] **Social security hardship (Civ.C. §1946.3):** Pursuant to the Social Security Tenant Protection Act of 2025 (Civ.C. §1946.3), a tenant of residential real property may assert social security hardship as an affirmative defense in a UD action based on the nonpayment of rent. To assert this defense, the tenant must provide evidence that social security benefits typically received by the tenant’s household have been terminated, delayed, or reduced due to no-fault of the tenant, and that the social security hardship prevented the tenant from paying rent. [New Civ.C. §1946.3(c), (j)]

Pretrial Discovery

[8:429] **Interrogatories:** Plaintiffs may propound interroga-

tories *10 days* after service of the summons and complaint on defendant (or defendant's appearance, whichever occurs first). [Amended CCP §2030.020(c)]

[8:430] **Time for demand for inspection of documents, things and electronically-stored information:** In unlawful detainers, a plaintiff's CCP §2031.010 demand for inspection, copying, testing or sampling may not be made sooner than *ten days* after service of summons on or appearance by defendant, except with leave of court. [Amended CCP §2031.020(c)]

[8:431] **Request for admissions:** Plaintiffs can make requests for admissions *ten days* after service of summons on defendant (or defendant's appearance, whichever first occurs). [Amended CCP §2033.020(c)]

[8:497; 8:531] **Default after amendment to complaint:** Where landlord's amended complaint added new causes of action but relied on same factual allegations as initial complaint and sought same relief, although in greater amount, tenant's original answer sufficiently denied material allegations, although tenant failed to respond to amended complaint (error to deny tenant's motion to set aside default and default judgment). [Compare *Ammari v. Ammari* (2025) 117 CA5th 483, 488-490, 340 CR3d 323, 326-328]

[8:547] **Section 473(d) motion for void judgment:** *Effective January 1, 2027*, a party may move to vacate a default judgment that is void for lack of proper service at any time after entry of the judgment. [New CCP §473(e)]

CHAPTER 9

UNLAWFUL DETAINER LITIGATION: TRIAL, JUDGMENT AND POSTJUDGMENT MATTERS

Statement of Decision in Nonjury Trials

[9:260; 9:270.5-270.6; 9:271.1; 9:272] **Statement of Decision in Nonjury Trials:** The CCP §632 provisions regarding statements of decision are significantly amended and expanded *effective January 1, 2027* and the Judicial Council must adopt or amend court rules necessary to implement the new CCP §632 provisions. [New CCP §632(h)]

[9:280.10] **Proposed judgment (oper. 1/1/27):** Anytime before or after the statement of decision is final, the court may prepare and serve a proposed judgment or order a party to prepare, lodge, and serve a proposed judgment. *Within 10 days* of service, any party may file and serve objections to the proposed judgment. [New CCP §632(f)]

[9:280.15] **Extension of CCP §632 time limits (oper. 1/1/27):** *Effective January 1, 2027*, by written order, the court may extend any CCP §632 time limits. At any time before the entry of judgment, the court "may excuse noncompliance with time limits prescribed for doing any act required by this rule" for good cause and on such terms as may be just. [New CCP §632(g)(1)]

[9:281] **Entry of judgment:** *Effective January 1, 2027*, the clerk

must enter the judgment *within 30 days* after either (1) the filing of the court's decision, if no statement of decision is requested; or (2) the statement of decision becomes final, if a statement of decision is requested. A judgment is not effectual until entered. [New CCP §664(b), (c)]

Unlawful Detainer Judgment

[9:398.7] **Trial court attorney fees before judgment—within appeal period:** Motion for attorney fees deemed untimely because it was not served within 180 days following deemed dismissal date; although dismissal order was not timely filed, plaintiff implicitly acknowledged dismissal by filing motion, thus triggering deadline. [See *Hatlevig v. General Motors LLC* (2026) 118 CA5th 644, 649-650, 341 CR3d 810, 815-816]

Appeals

[9:476] **Appeal from possession-only default judgment treated as writ of mandate where damages still contested:** In a landlord's UD action, a judgment awarding landlord possession of the leased premises did not terminate the litigation between landlord and tenant where landlord's complaint sought unpaid rent and holdover damages, which remained pending. [See *Eshagian v. Cepeda* (2025) 112 CA5th 433, 450, 455-456, 334 CR3d 225, 237, 241-242 (dismissing tenant's appeal of default judgment, treating appeal as petition for writ of mandate as it was not yet final judgment, and vacating default judgment in favor of tenant for invalid 3-day notice to pay rent or quit)]

CHAPTER 10

BANKRUPTCY AFFECTING THE TENANCY

Automatic Stay of Action on Lease

[10:43; 10:45] **No relief from stay necessary where property sold prepetition at nonjudicial foreclosure sale:** The Civ.C. §2924m(c)(2) overbid procedures do not apply if the highest bidder at auction is a prospective owner-occupant for a residential property with one to four units. [Civ.C. §2924m(c)(2), (m) (1/1/31 "sunset" date); see *In re Garcia* (9th Cir. BAP 2026) 676 BR 408, 413]

[10:50] **No stay of defensive action or litigation commenced by debtor:** Automatic stay does not prevent Court of Appeal from deciding appeal against debtor where debtor filed initial complaint. [See *Navellier v. Putnam* (2026) 118 CA5th 285, 292, 341 CR3d 406, 412—automatic stay does not prevent Court of Appeal from deciding appeal against debtor where debtor filed initial complaint]

Landlord's Claims against Bankrupt Tenant

[10:100] **Limit on allowance of landlord's claims against bankrupt tenant:** Under California law, a lease surrender must be explicitly or implicitly accepted by the landlord to be effective; and if the landlord refuses to accept surrender, the landlord is entitled to both unpaid prepetition rent and the statutory damages

cap. [See *In re Herritt* (BC D MA 2025) — BR __, __ (2025 WL 2796449, *6-7) (allowing for broader definition of 11 USC §502(b)(6) “surrender” where state law would not recognize termination, e.g. for commercial leases that allow landlord to assert claim for accruing monthly rent, declare default, but landlord does not elect to exercise right to terminate, and finding that damages can be capped following determination on whether and when tenant surrendered premises)]

[10:131] **Items qualifying as security deposit:** Although landlord did not file claim in tenant’s bankruptcy, debtor’s subrogee did file a claim on behalf of landlord, and was sufficient to sustain claim that 11 USC §502(b)(6) limits applied to proceeds of letter of credit that was used as security deposit to tenancy. [See *In re Tupperware Brand Corp.* (BC D DE 2026) — BR __, __ (2026 WL 898998, *7)]

CHAPTER 11

MOBILEHOME PARK TENANCIES

Rental Agreement

[11:31-33] **Delivery of required notices:** Notices may be delivered by electronic mail if the homeowner or resident has provided affirmative, written consent that clearly and conspicuously states their assent and includes the address for the notices to be sent. [Amended Civ.C. §798.14(b)]

Scope of Mobilehome Rent Control Laws

[11:95.3] **Subject to Pen.C. §396 price-gouging protections during state of emergency:** Mobilehome park tenancies are subject to Pen.C. §396 price-gouging protections during a declared state of emergency or local emergency on top of local ordinances governing rent control for mobilehome spaces. [Pen.C. §396; *Western Manufactured Housing Communities Ass’n v. City of Santa Rosa* (2026) 119 CA5th 1275, 1287, 343 CR3d 442, 450 (upholding City of Santa Rosa’s denial of CPI-based rent increases for mobilehome park owners as intent of Pen.C. §396 is to allow for more restrictive limits on price increases during emergencies and rejecting recoupment of foregone increases once emergency ended); *see detailed discussion at ¶12:700.7 ff.*]

Sale or Transfer of Mobilehome during Tenancy Term

[11:240.7-240.8] **Management’s duty to notify homeowner:** Management must provide the homeowner with a written summary of the required repairs or improvements *within 15 business days after* receipt of a request for that information. [Amended Civ.C. §798.73.5(b)(1)]

[11:241] **Transfer Disclosure Statement:** If the mobilehome will remain in the park after the sale or transfer, upon written request, the homeowner must provide a copy of the Civ.C. §1102.6d Manufactured Home and Mobilehome Transfer Disclosure Statement to management. [New Civ.C. §798.74.4(b)]

[11:249.2; 11:259] **Consequences of failure to notify in writing**

notice of decision: If management fails to notify or refuses to notify the seller and prospective purchaser in writing of either the acceptance or rejection of the application pursuant to Civ.C. §798.74(e)(1), the management is deemed to have approved the application of the prospective purchaser. [New Civ.C. §798.74(e)(3)]

CHAPTER 12

“SECTION 8” GOVERNMENT-SUBSIDIZED HOUSING

Denial and Termination of Family Assistance

[12:170] **Grounds for mandatory denial/termination of family assistance:** Mandatory termination under 24 CFR §982.552(b) was unsupported by evidence and reversed where only document in administrative record was landlord’s notice to quit for failed inspection for unspecified “excessive damages” and “unsanitary conditions” and thus, did not support finding of serious lease violation. [24 CFR §982.552(b); see *Harrington v. Housing Auth. of Riverside County* (2026) 118 CA5th 1086, 1102, 342 CR3d 160, 171]

Removal of Unit from Section 8 Use

[12:220.1] **Notice within three years:** If the assisted housing development is three years from a scheduled expiration of rental restrictions or a scheduled termination of a subsidy contract and those restrictions or scheduled terminations of subsidy contracts are scheduled to expire after January 1, 2021, the owner must post notice until the rental restrictions expire or the subsidy contracts terminate. [Amended Gov.C. §65863.10(e)(2)]

CHAPTER 13

TENANCIES IN FLOATING HOME MARINAS

Fees and Charges

[13:37.1-37.4] **Special rules for floating home marinas in Marin County:** For floating home marinas within Marin County, fees must reflect actual costs and prove services were or are actually rendered. [New Civ.C. §800.41(c)]

Rent Increases

[13:69.25-69.39] **Special rules applicable to floating home marinas in Marin County:** Special rules apply to rent increases and lease turnovers occurring on or after July 1, 2025, in floating home marinas in Marin County where the vast majority of Bay Area floating homes are located including limitations on raising rent, notice requirements, and rules for qualifying in-place transfers. [Amended Civ.C. §800.40.5(h)(2)(i)(3); new Civ.C. §800.40.6]