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DEVELOPMENTS IN LANDLORD-TENANT LAW, A 2025 YEAR IN REVIEW: COURTS EMPHASIZE CONTRACT AND STATUTORY ADHERENCE, WHILE THE LEGISLATURE EXPANDS TENANT PROTECTIONS

By Samantha Chen[*]

Introduction

The year 2025 brought continued development in California landlord-tenant law on two fronts. The courts issued decisions underscoring the importance of adhering to lease language and statutory procedure, while the Legislature adopted a series of measures expanding tenant protections and compliance duties for landlords. The divergence may reflect the Legislature's continued concern over housing availability, while the courts' decisions underscore existing law with respect to statutory and contract interpretation.

This article reviews notable landlord-tenant cases from 2025 and late 2024, along with significant legislation that took effect this past year, identifies judicial and legislative trends, and provides practical guidance for counsel given these emerging developments. For practitioners, the clear takeaway is that careful drafting of documents and diligent compliance remain essential in landlord-tenant practice.

I. Judicial Trends: Strict Adherence to Lease Language and Statutory Procedure

In recent appellate decisions involving landlords and tenants, courts have declined to expand obligations or rights beyond what the lease or statute expressly provides. This is shown in the following cases addressing the renewal of long-term ground leases, the limits of a landlord's duty once possession has been surrendered, and the sufficiency of statutory eviction notices. Together, these cases suggest that California courts continue to favor following clear contract language and strict compliance with statutory rules.

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A. *Coyote Aviation Corp. v. City of Redlands*, 111 Cal. App. 5th 955 (4th Dist. 2025): Limits of Parol Evidence to Modify Lease Terms

Coyote Aviation Corp. v. City of Redlands[1] demonstrates the courts' strict adherence to written lease terms despite potentially conflicting extrinsic statements from the landlord's representative. The case arose from a long-term ground lease between the City of Redlands and a private aviation operator for hangar facilities at a municipal airport. The lease, executed in April 2000, provided two 15-year renewal options and required written notice of renewal to the City Clerk "forty-five (45) days prior to the termination date."[2] The lease also included a standard integration clause declaring it to be the parties' entire agreement.[3]

Nearly two decades later, the tenant sought to exercise a renewal based on informal communications with City staff. The tenant contended that the 45-day notice period should run from the September 2000 date on which the tenant took possession of the property, not the April 2000 execution date, and that City representatives had assured it the lease would extend through 2020.[4] The tenant never provided timely written notice to the City Clerk, as required by the lease, and instead relied on email exchanges with City staff. The tenant claimed staff from the City had made "a clear and substantive promise" that the City would honor a full 20-year term ending in September 2020.[5]

Against this backdrop, the trial court entered judgment for the City, and the Fourth District affirmed, holding that because the lease was fully integrated and its renewal provision unambiguous, the parol evidence rule barred any extrinsic statements to modify or contradict its terms.[6] Thus, extrinsic statements from City representatives were inadmissible to vary the terms of the lease. The court held that informal communications and oral assurances could not override the lease's express requirement for written notice to the City Clerk.[7]

The court also declined to apply equitable estoppel against the City. Citing long-standing precedent, it emphasized that estoppel against a public entity is reserved for cases of "grave injustice," and that statements by municipal employees lacking contracting authority cannot bind the City or modify an integrated lease.[8] Further, the court pointed out that the tenant knew the lease terms, knew no written amendment to the lease had been executed, and nonetheless failed to give timely written notice.

Coyote Aviation is a relatively straightforward illustration of the principle that

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courts will generally favor adherence to the written contract.[9] Especially in the commercial leasing context, courts are mostly unwilling to expand lease rights beyond the express terms of the lease,[10] and courts will not admit extrinsic evidence to vary clear lease language, especially where the lease expressly rescinds prior understandings.[11] The opinion also reflects courts' unwillingness to consider estoppel claims against government landlords.[12]

The opinion is an important reminder that in practice, for long-term commercial and/or ground leases, counsel should ensure that renewal procedures are followed exactly as set forth in the lease. Counsel should seek to deliver notices to the correct recipient, confirm relevant dates such as execution dates, possession dates, and lease renewal periods in writing, and memorialize any clarifications through a formal amendment. Further, counsel should not rely on oral representations regarding written contracts, especially when dealing with staff of public entities. Counsel should be careful never to rely on representations by public entity staff who lack authority to bind the City to a contract.

B. *Estate of St. John v. Schaeffler*, 109 Cal.App.5th 1146 (2d Dist. 2025): Limits of Landlord's Duty

The *Estate of St. John v. Schaeffler*[13] decision relates to the duty of care of a landlord and the limits on this duty. The case arose after a motorcyclist was fatally injured when he was struck by a vehicle after his motorcycle collided with a 300-pound pig that had escaped from a tenant's rural parcel. The pig had escaped from the nearby property with fences that were in a state of disrepair. The decedent's estate sued both the tenants and the landlords, alleging negligent maintenance of fencing and failure to control the goats and pigs at the property.[14] The landlords were relatives of the tenants; however, they had given possession and control to the tenants years earlier and visited the property only occasionally.[15]

On these facts, the court of appeal upheld summary judgment for the landlords. It held that an out-of-possession owner owes no duty of care unless one of two conditions is met:

1. During the tenancy, the landlord has actual knowledge of a dangerous condition and retains the right and ability to repair it; or

2. At the start or renewal of a tenancy, the landlord has reason to believe a dangerous condition exists and a reasonable inspection would have

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> disclosed it. The landlord has a duty to repair the property if that inspection reveals a dangerous condition.[16]

Because the landlords neither retained control nor had knowledge of the defective fencing and unsecured pigs that caused the accident, the court found no basis for liability. The court found that the landlords' occasional "familial" visits to check on the property did not transform them into possessors of the property or impose a duty to inspect or maintain the property.[17]

The court therefore rejected the efforts of the decedent's estate to expand liability to the landlords here. It denied finding liability on theories that a landowner's duty of care is nondelegable and based on an agency relationship between landlord and tenant.[18] The court also clarified that a mere right to inspect does not, by itself, create a duty to inspect; such a duty arises only when the landlord has reason to suspect a dangerous condition.[19] Similarly, routine visits or visual checks do not constitute an "undertaking" imposing affirmative obligations on the landlord.[20]

While *Estate of St. John* does not involve a lease provision or a statutory requirement, it aligns with the broader judicial trend toward limiting obligations to those expressly recognized by statute or a settled doctrine. Rather than enlarging a landlord's duty based on familial relationships or equitable considerations, the court adhered to the established legal framework governing out-of-possession landlords and clear, defined limits on landlord obligations rather than broadening those duties based on the circumstances of this case.

Thus, despite the tragic circumstances, the court declined to expand a landlord's duty of care. The case reaffirms that ownership of property alone does not create liability for injuries occurring on leased property and provides a clear synthesis of California's landlord-liability doctrine. It harmonizes with a line of cases limiting landlord exposure once possession is transferred.[21] As the court explained, when landlords surrender possession and control over their property to their tenants, they are "less morally blameworthy" for conditions arising thereafter and should not be expected to "micromanage their leased properties" at the expense of tenants' quiet enjoyment.[22]

From a practical standpoint, this case shows that landlord's counsel should ensure that lease agreements expressly assign maintenance and control responsibilities to the tenant, e.g., provide that a tenant shall maintain the fencing at the property, that a landlord does not have any control over livestock at the prop-

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erty, etc. Landlords should also verify that they are named as additional insureds on the tenant's liability coverage and avoid conduct suggesting that the landlord has any ongoing control of the premises. The decision provides some assurance that landlords who fully surrender possession and control are not liable for property conditions they neither know of nor can reasonably address.

C. *Eshagian v. Cepeda* and *City of Alameda v. Sheehan*: Strict Compliance with Statutory Notice in Unlawful Detainer Actions

Similar to recent opinions requiring strict compliance with lease terms, a pair of recent cases demonstrate that California courts will require strict compliance with statutory requirements. Few areas of landlord-tenant law demonstrate this principle more clearly than requirements for the preparation and service of statutory notices preceding unlawful detainer actions. Unlawful detainer actions are summary proceedings that are designed to progress efficiently through the courts.[23] The summary nature of these proceedings is meant to facilitate prompt resolution for landlords. That efficiency, however, must be balanced by ensuring strict procedural protections are in place for tenants.[24]

Two recent decisions, *Eshagian v. Cepeda*[25]and *City of Alameda v. Sheehan*,[26] underscore these principles, holding that landlords who make errors on timing, naming, and notice jeopardize their eviction claims, and that defective notices are often jurisdictionally fatal, regardless of good faith or substantial compliance. These decisions illustrate how even minor notice defects can defeat a landlord's eviction action.

The *Eshagian* case arose from a nonpayment of rent action that evolved into a procedural quagmire. A landlord served a "three-day notice to pay rent or quit" demanding $8,000 in unpaid rent. The notice omitted several required elements of such a three-day notice: it failed to specify when the notice period began and ended, omitted a statement that failure to pay would result in tenant's loss of possession of the unit, and listed the tenant's own address as the payment location.[27]

When the tenant defaulted on rent and a "possession-only" judgment was entered, the tenant sought to vacate on the ground that the notice was invalid. The Second District reversed, finding the notice defective under Code of Civil Procedure section 1161(2).[28]

The appellate court's first question was procedural: could a tenant appeal a

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"possession-only" judgment when the landlord's damages claims were still pending? The court held no; the appeal challenged an interlocutory judgment, not a final judgment, as damages were unresolved.[29] Though the landlord had obtained a default judgment for possession from the tenant, it had outstanding damages claims that had not been adjudicated. But recognizing that the tenant would otherwise have no remedy, the court exercised its discretion to treat the tenant's appeal as a petition for writ of mandate.[30] This procedural maneuver preserved judicial oversight over the issue of the defective three-day notice.

While the bulk of the Second District's opinion focused on the procedural issues, addressing the merits the court ultimately found the three-day notice defective under Code of Civil Procedure section 1161(2) in three respects:

1. It did not state that the landlord would retake possession if the tenant did not pay rent;

2. It did not specify when the three-day period commenced or ended, such that the tenant would not have reasonably understood the deadline by which they needed to pay the rent due in order to avoid forfeiture of the premises; and

3. It failed to provide a clear address where rent could be paid.[31]

Explaining that strict compliance with Code of Civil Procedure section 1161(2) is a jurisdictional prerequisite, the court held that the landlord "failed to state a cause of action for unlawful detainer."[32] The possession judgment was therefore reversed.[33]

While *Eshagian* concerned *incomplete* information, *Sheehan* dealt with *incorrect* information on a three-day notice. The City of Alameda sought to evict a tenant for nonpayment of rent, but the notice directed rent be paid to "City of Alameda c/o River Rock Real Estate Group," misnaming its property manager instead of the correct "RiverRock Real Estate Group, Inc."[34] The trial court dismissed the case, finding the notice defective, and the First District affirmed, holding that even a minor misidentification of the payee renders a notice invalid.[35]

The court of appeal first rejected the trial court's conclusion that Code of Civil Procedure section 1161(2) required naming a "natural person" as the payee, holding instead that "person" can include a corporation.[36]

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Even so, the First District agreed that the notice was defective because it did not include the "complete and accurate name of the corporation" to whom rent should be paid.[37] The court emphasized that tenants must be able to ascertain exactly to whom payment is due. A misnamed entity, however minor, creates ambiguity inconsistent with the unlawful detainer statutes' purpose of clarity.[38]

Thus, even as the court read broadly the scope of a "person" under Code of Civil Procedure section 1161(2), it reinforced that three-day notices must strictly comply with the statute's requirements. The court emphasized that a notice can only be valid if the lessor strictly complies with the statutorily mandated notice requirements.[39]

Both *Eshagian* and *Sheehan* reinforce the long-standing principle that unlawful detainer statutes will be strictly construed.[40] The legislative policy favoring speedy resolution of possession disputes is matched by a countervailing policy requiring meticulous adherence to notice requirements as the tenant's sole procedural safeguard.[41] For landlords and their counsel, these decisions highlight the importance of preparing three-day notices that track Code of Civil Procedure section 1161(2) requirements exactly. *Eshagian* shows a court may be willing to wade through various procedural obstacles to intervene if a landlord's notice, which is foundational to their unlawful detainer case, is defective. *Sheehan* confirms that accuracy in a notice is fundamental. Both cases illustrate that courts will go out of their way to ensure that the statutorily mandated notice requirements are satisfied.

Before serving a notice, it is important for practitioners to verify that all statutory elements required in a three-day notice, including dates, names, and payment address, have been met. *Eshagian* and *Sheehan* demonstrate that courts continue to reject "substantial compliance" arguments. In practice, the safest approach is to quote the statutory language verbatim and double-check every detail on the notice.

D. *Herron v. San Diego Unified Port District*, 109 Cal. App. 5th 1 (4th Dist. 2025): Importance of Procedural Compliance and Timely Challenges to Public Lease Decisions

In *Herron v. San Diego Unified Port District*,[42] the plaintiff was a pro per who sought a writ of mandate compelling the San Diego Unified Port District to void its lease of tidelands to a private yacht club, alleging the lease violated the public trust doctrine and the Port Act by allowing exclusive private use of public trust land.

The Fourth District rejected the challenge, holding that the Port District's decision to lease tidelands was discretionary, not ministerial, and thus not subject to traditional mandamus. The court further found that any administrative mandamus challenge was time-barred because it was brought more than four years after the lease between the Port District and yacht club was executed.[43] On the merits, it noted that the Port Act authorizes leases for uses consistent with commerce and navigation, including yacht clubs.[44]

Herron reinforces that public landlords generally retain broad discretion when acting within their statutory authority, and their leasing decisions are largely insulated from courts second-guessing them. Courts may defer to those decisions absent clear abuse or illegality. Practitioners representing tenants or citizen groups should be mindful of this, and when seeking to challenge leasing decisions by public entities, should file any writ petitions promptly, as limitations periods for administrative challenges may be as short as 90 days.

E. Judicial Trends and Policies Furthered by Recent Decisions

The foregoing decisions show courts consistently declining to expand landlord and tenant obligations beyond what statutes and written agreements provide, reinforcing the importance of clear drafting, adherence to statutory text, and strict compliance with procedural requirements. This judicial restraint complements the Legislature's statutory additions and amendments that refine and expand tenant protections, discussed in the next section.

II. Legislative Trends: Expanding Tenant Protections and Landlord Obligations

While the judiciary emphasized adherence to statutes and contracts, the California Legislature focused on transparency and fairness for tenants. Six major pieces of legislation reflect the Legislature's continuing focus on tenant rights and landlord accountability.

Whereas prior landlord-tenant legislation in the state centered on rent control and eviction moratoria, these new laws delve more into the details of everyday residential and commercial leasing, such as regulating application fees, credit reporting, security deposit documentation, and protections for small business tenants. Collectively, the measures reflect a policy trend toward access to information and procedural fairness for tenants.

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A. AB 2493: Rental Application Screening Fees

AB 2493[45] amended Civil Code section 1950.6 to regulate screening fees more closely in the residential rental application process. The enactment aims to curb "junk fees" and improve transparency in tenant selection. In support of the bill, the Legislature cited consumer reports of landlords collecting multiple non-refundable fees for unavailable units and failing to disclose selection criteria.[46]

Under the law as amended, landlords must either: consider completed applications in the order received based on published screening criteria, approving the first qualified applicant, and charging screening fees only when an application is actually reviewed; or refund unselected applicants all screening fees within seven days after selecting a tenant or within 30 days of application submission, whichever is earlier.[47] The bill removed the prior requirement that applicants request a copy of their credit report. Now, landlords must automatically provide a copy of any consumer credit report obtained within seven days of receiving it.[48]

With these new provisions, landlords and their counsel should review and update their application procedures to ensure that screening fees are charged only when applications are actively processed and that refunds and copies of credit reports are timely provided. Written screening criteria should be clear. Landlords who use online tenant application systems should confirm their processes track the order of completed applications and issue refunds promptly to maintain compliance.

B. AB 2747: Credit Reporting of Rent Payments

AB 2747[49] added Civil Code section 1954.07, requiring landlords of 15 or more units to offer tenants the option to report rent payments to a national credit bureau. Landlords must offer tenants the option to have their positive rental payment information (on-time rent payments only) reported.[50] Tenants may opt in or out at any time. Landlords may charge no more than $10 per month or the actual cost for the service, whichever is less, and cannot evict or deduct from a security deposit for nonpayment of this fee.[51]

The legislation aims to help tenants build credit history through timely rent payments;[52] however, it imposes new administrative duties on landlords. Larger landlords should update lease forms and create opt-in reporting procedures.

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Smaller landlords may wish to participate voluntarily to provide their tenants the option of credit reporting.

C. AB 2801: Security Deposit Documentation

AB 2801[53] tightened rules governing a landlord's ability to deduct from a tenant's security deposit by amending Civil Code section 1950.5 to prevent landlords from using tenant security deposits to "subsidize improvements."[54]

For tenancies beginning on or after July 1, 2025, landlords must now take photographs of the unit before or at move-in. For existing tenancies, photographs must be taken after move-out, both before and after any cleaning or repairs for which deductions will be made.[55] These photos, together with itemized statements, invoices, and receipts, must be provided to the tenant with the final accounting for the security deposit.[56]

Under the law, landlords may claim only those amounts reasonably necessary to return the premises to its original condition, excluding ordinary wear and tear.[57] Deductions for professional cleaning, including carpet cleaning, are permissible only when they are required to restore the unit to move-in condition.[58]

While the new recordkeeping and disclosure obligations will increase administrative burdens for landlords, they are designed to increase transparency and lessen disputes over cleaning and repair deductions and are meant to prevent landlords from "subsidizing" improvements to their rental properties with a former tenant's security deposit.

Landlords and their counsel should work on maintaining or establishing standardized move-in and move-out inspection protocols. Proper documentation and consistent procedures will minimize disputes and comply with the new standard.

D. SB 1051: Domestic Violence and Lock Changes

SB 1051[59] expanded protections for tenants who are victims of domestic violence by requiring landlords to act quickly on lock change requests. A landlord must change the locks within 24 hours of receiving a written request accompanied by documentation, such as a restraining order, police report, or statement from a qualified third party like a health practitioner or counselor.[60] The landlord must complete the lock change at their own expense.[61] If the

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landlord fails to do so, the tenant may change the locks and the landlord must reimburse the tenant for the cost.[62]

These changes place clear responsibility for tenant safety on landlords and convert what was often treated as a discretionary repair into a time-sensitive, statutorily mandated obligation. Landlords should therefore adopt procedures to verify documentation and respond promptly to lock-change requests from tenants who are victims of domestic violence.

E. SB 1465: Habitability and Relocation Duties

SB 1465[63] revised several sections of the Health and Safety Code governing substandard buildings and the enforcement of housing standards. The bill clarified when a dwelling is deemed substandard, and it expands the duties of landlords to maintain habitable conditions.[64] It also broadened the definition of a "substandard building" to include conditions that endanger the health, safety, or welfare of occupants or nearby residents, giving enforcement agencies more discretion to cite violations.[65] Landlords must respond promptly to correction or abatement orders issued by local departments and may face receivership proceedings if repairs are not made.[66]

Importantly, when a property is deemed unsafe or is subject to an order to vacate, landlords must provide relocation assistance to displaced tenants.[67] The bill also clarified that these protections apply to any residential rental unit within a substandard building, even if only part of the structure is affected.[68]

This legislation highlights the importance of landlords diligently monitoring and addressing any maintenance issues before they can become code enforcement issues. Failure to comply could result in receivership or penalties, in addition having to provide relocation assistance to displaced tenants.

F. SB 1103: Commercial "Qualified Tenant" Protections

SB 1103[69] introduced a new category of "qualified commercial tenants" and extended several residential leasing-style protections to these certain small commercial tenants, which consist of microenterprises, small restaurants, and small nonprofits, as defined. The law lengthens notice periods for rent increases and for termination of month-to-month tenancies, restricts operating expense pass-throughs, requires translated leases if negotiations occur primarily in another language, and prohibits waiver of these protections. This legislation was summarized in detail in the January 2025 issue of this publication.[70]

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SB 1103 introduced significant administrative obligations for commercial landlords leasing to small business tenants. Commercial landlords should thoroughly familiarize themselves with the details of the statute and revise lease templates, notice procedures, and expense-pass-through practices for small business tenants as appropriate.

III. Conclusion

The developments of 2025 reflect a dual approach in California to landlord-tenant law. Courts consistently reinforced the primacy of following the letter of leases and statutes, declining to expand obligations beyond the contractual and statutory text, while the Legislature continued to add to and refine landlord-tenant statutes promoting fairness, safety, and transparency. Together, these trends reflect a division of roles in which the Legislature defines policy and adds protections, while the courts ensure those directives are applied as drafted.

For practitioners, both trends suggest that in practice, it is best to:

1. Document everything and adhere strictly to lease and statutory requirements.

2. Review and update lease forms, notices, and internal procedures regularly.

3. Maintain systems to ensure compliance.

California's landlord-tenant landscape will continue to evolve. Staying attentive and current with both judicial decisions and legislative changes is essential for effective risk management and client counseling.

ENDNOTES:

[1]*Coyote Aviation Corp. v. City of Redlands*, 111 Cal. App. 5th 955, 959, 333 Cal. Rptr. 3d 273 (4th Dist. 2025).

[2]*Id.* at 963.

[3]*Id.* at 964.

[4]*Id.* at 965.

[5]*Id.*

[6]*Id.* at 974.

[7]*Id.* at 974-975.

[8]*Id.* at 979-980.

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[9]Miller & Starr, Cal. Real Estate (4th ed. 2025) §§ 34:16, 34:50.

[10]Miller & Starr, Cal. Real Estate (4th ed. 2025) § 34:53.

[11]Miller & Starr, Cal. Real Estate (4th ed. 2025) § 34:50.

[12]Miller & Starr, Cal. Real Estate (4th ed. 2025) § 34:18.

[13]*St. John v. Schaeffler*, 109 Cal. App. 5th 1146, 331 Cal. Rptr. 3d 122 (2d Dist. 2025).

[14]*Id.* at 1153.

[15]*Id.* at 1161-1162.

[16]*Id.* at 1158-1160.

[17]*Id.* at 1161-1162.

[18]*Id.* at 1162-1163.

[19]*Id.* at 1163.

[20]*Id*.

[21]Miller & Starr, Cal. Real Estate (4th ed. 2025) § 19:54.

[22]*Estate of St. John v. Schaeffler*, 109 Cal. App. 5th at 1157-1158.

[23]Miller & Starr, Cal. Real Estate (4th ed. 2025) § 34:195.

[24]Miller & Starr, Cal. Real Estate (4th ed. 2025) § 34:195.

[25]*Eshagian v. Cepeda*, 112 Cal. App. 5th 433, 334 Cal. Rptr. 3d 225 (2d Dist. 2025).

[26]*City of Alameda v. Sheehan*, 105 Cal. App. 5th 68, 325 Cal. Rptr. 3d 438 (1st Dist. 2024).

[27]*Eshagian v. Cepeda*, 112 Cal. App. 5th at 443.

[28]*Id.* at 442.

[29]*Id.* at 443.

[30]*Id.* at 455-456.

[31]*Id.* at 459.

[32]*Id.* at 459.

[33]*Id.* at 459.

[34]*City of Alameda v. Sheehan*, 105 Cal. App. 5th at 73.

[35]*Id.* at 72.

[36]*Id.* at 80-81.

[37]*Id.* at 82.

[38]*Id.* at 82.

[39]*Id.* at 81-82.

[40]Miller & Starr, Cal. Real Estate (4th ed. 2025) § 34:195.

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[41]Miller & Starr, Cal. Real Estate (4th ed. 2025) § 34:195.

[42]*Herron v. San Diego Unified Port Dist.*, 109 Cal. App. 5th 1, 10, 330 Cal. Rptr. 3d 147 (4th Dist. 2025).

[43]*Id.* at 16-18.

[44]*Id.* at 1-2.

[45]2024 Stats., ch. 966 (AB 2493).

[46]*Id.*

[47]Civ. Code, § 1950.6, subd. (c)(2).

[48]Civ. Code, § 1950.6, subd. (f).

[49]2024 Stats., ch. 279 (AB 2747).

[50]Civ. Code, § 1954.07, subd. (a).

[51]Civ. Code, § 1954.07, subds. (g)-(h).

[52]2024 Stats., ch. 279 (AB 2747).

[53]2024 Stats., ch. 280 (AB 2801).

[54]*Id.*, § 1.

[55]Civ. Code, § 1950.5.

[56]Civ. Code, § 1950.5, subd. (h)(2)(D).

[57]Civ. Code, § 1950.5, subd. (e).

[58]*Id.*

[59]2024 Stats., ch. 75 (SB 1051).

[60]Civ. Code, § 1941.5, subd. (d).

[61]Civ. Code, § 1941.5, subds. (b)-(c).

[62]Civ. Code, § 1941.5, subd. (c).

[63]2024 Stats., ch. 487 (SB 1465).

[64]*Id.*; see Health & Saf. Code, § 17975.

[65]See Health & Saf. Code, § 17920.3.

[66]See Health & Saf. Code, § 17980.7.

[67]Health & Saf. Code, §§ 17975, 17980.7.

[68]See Health & Saf. Code, § 17975.

[69]2024 Stats., ch. 1015 (SB 1103).

[70]For further information, see Geier, Commercial Property Owners and SB 1103: New Consumer-Type Protections for "Qualified Commercial Tenants" in Non-Residential Leasing Transactions, 35 Miller & Starr Real Estate Newsalert 187 (January 2025).

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