

ASSEMBLY BILL

No. 474

Introduced by Assembly Member Ward

February 6, 2025

An act to amend Section 1946.2 of, and to repeal Section 1946.5 of, the Civil Code, to amend Section 12927 of the Government Code, to add Section 17131.19 to the Revenue and Taxation Code, and to add Section 10007 to the Welfare and Institutions Code, relating to housing.

LEGISLATIVE COUNSEL'S DIGEST

AB 474, as introduced, Ward. Tenancy: caregivers and lodgers: nonprofit home-sharing program: tax credit: eligibility for public social services.

(1) Existing law generally regulates the relationship between parties to a hiring of dwelling units. Existing law generally prohibits the owner of a residential real property from terminating a tenancy without just cause after a tenant has continuously and lawfully occupied the residential real property for 12 months. Existing law defines “just cause” as including no-fault just cause, which includes an intent to occupy the residential real property by the owner or the owner’s spouse, among others, as the person’s primary residence.

This bill would add the intent to occupy the residential real property by the owner’s caregiver, as defined, as a no-fault just cause under the above-described provisions.

Existing law allows a lodger, as defined, occupying a room on a periodic basis within a dwelling unit occupied by the owner or the owner of the dwelling unit to terminate the hiring of the room by giving written notice to the other party at least as long before the expiration of the term of hiring as the term itself, as specified. Upon expiration of the

notice period, the right of the lodger to remain in the dwelling unit or any part of the dwelling unit is terminated and the lodger may be removed from the premises.

This bill would repeal those provisions.

(2) Existing law, the California Fair Employment and Housing Act, prohibits housing discrimination based on specified characteristics. Existing law defines discrimination to include refusal to sell, rent, or lease housing accommodations. Under existing law, discrimination does not include refusal to rent or lease a portion of an owner-occupied single-family house to a person as a roomer or boarder living within the household if no more than one person is to live within the household, as specified.

This bill would specify that discrimination does not include refusal to rent or lease to a person as a tenant, instead of a roomer or a boarder, and would increase the number persons living in the household under these provisions to 2.

(3) The Personal Income Tax Law, in modified conformity with federal law, generally defines “gross income” as income from whatever source derived, except as specifically excluded, and provides various exclusions from gross income for purposes of computing tax liability.

This bill would additionally exclude from gross income any payment received by a lower income household from a tenant while participating as a landlord in a nonprofit home-sharing program. The bill would define various terms for these purposes.

(4) Existing law establishes public social services, including, among others, the State Supplementary Program (SSP) for the Aged, Blind and Disabled, which requires the State Department of Social Services to contract with the United States Secretary of Health and Human Services to make payments to SSP recipients to supplement Supplemental Security Income payments made available pursuant to the federal Social Security Act.

This bill, for purposes of determining eligibility for public social services, would exclude income received by an applicant for, or a recipient of, public social services through renting bedrooms or units in a nonprofit home-sharing program, as defined.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: no.

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

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

(a) Californians who are older or experience disabilities, many of whom live on fixed incomes, face increasing housing cost burdens, with roughly 8 out of 10 extremely low income older renters paying more than one-half of their monthly income on rent. Fair market rents in California for an efficiency range from \$770 per month to \$3,056 per month, far more than an older adult or adult with a disability on a fixed income can afford, particularly when the maximum Supplemental Security Income (SSI) payment for an individual in 2025 is \$1,206.94 per month. The SSI payment in 2019 covered only 40 percent of the basic cost of living for a senior living alone. In the County of Los Angeles, the SSI individual payment level has not been enough to afford an apartment since 2008.

(b) Older adults are at the epicenter of California's housing affordability and homelessness crisis, with over 40,000 people 55 years of age or older experiencing homelessness. In the four-year period from 2017 to 2021, the number of older Californians, 65 years of age or older, accessing homeless services increased by 138 percent.

(c) California is experiencing an extreme housing shortage with an estimate of nearly 1,300,000 affordable units needed to meet the demand for affordable units. At the same time, California has enough unoccupied bedrooms in existing housing units that, if rented out, could address this shortfall.

(d) The Master Plan for Aging has a key goal of preventing and ending older adult homelessness as well as expanding housing options for older adults.

(e) Home sharing, when people rent out extra rooms in their house or apartment, has great potential to help address California's housing and homelessness crisis, especially among older adults. Across California, there are dozens of organizations, including many area agencies on aging, that facilitate home sharing. Incentivizing home sharing is a powerful, relatively low-cost way to increase housing supply and address the housing and homelessness crisis, especially among older adults.

SEC. 2. Section 1946.2 of the Civil Code is amended to read:

1 1946.2. (a) Notwithstanding any other law, after a tenant has
2 continuously and lawfully occupied a residential real property for
3 12 months, the owner of the residential real property shall not
4 terminate a tenancy without just cause, which shall be stated in
5 the written notice to terminate tenancy. If any additional adult
6 tenants are added to the lease before an existing tenant has
7 continuously and lawfully occupied the residential real property
8 for 24 months, then this subdivision shall only apply if either of
9 the following are satisfied:

10 (1) All of the tenants have continuously and lawfully occupied
11 the residential real property for 12 months or more.

12 (2) One or more tenants have continuously and lawfully
13 occupied the residential real property for 24 months or more.

14 (b) For purposes of this section, “just cause” means either of
15 the following:

16 (1) At-fault just cause, which means any of the following:

17 (A) Default in the payment of rent.

18 (B) A breach of a material term of the lease, as described in
19 paragraph (3) of Section 1161 of the Code of Civil Procedure,
20 including, but not limited to, violation of a provision of the lease
21 after being issued a written notice to correct the violation.

22 (C) Maintaining, committing, or permitting the maintenance or
23 commission of a nuisance as described in paragraph (4) of Section
24 1161 of the Code of Civil Procedure.

25 (D) Committing waste as described in paragraph (4) of Section
26 1161 of the Code of Civil Procedure.

27 (E) The tenant had a written lease that terminated on or after
28 January 1, 2020, or January 1, 2022, if the lease is for a tenancy
29 in a mobilehome, and after a written request or demand from the
30 owner, the tenant has refused to execute a written extension or
31 renewal of the lease for an additional term of similar duration with
32 similar provisions, provided that those terms do not violate this
33 section or any other provision of law.

34 (F) Criminal activity by the tenant on the residential real
35 property, including any common areas, or any criminal activity or
36 criminal threat, as defined in subdivision (a) of Section 422 of the
37 Penal Code, on or off the residential real property, that is directed
38 at any owner or agent of the owner of the residential real property.

1 (G) Assigning or subletting the premises in violation of the
2 tenant's lease, as described in paragraph (4) of Section 1161 of
3 the Code of Civil Procedure.

4 (H) The tenant's refusal to allow the owner to enter the
5 residential real property as authorized by Sections 1101.5 and 1954
6 of this code, and Sections 13113.7 and 17926.1 of the Health and
7 Safety Code.

8 (I) Using the premises for an unlawful purpose as described in
9 paragraph (4) of Section 1161 of the Code of Civil Procedure.

10 (J) The employee, agent, or licensee's failure to vacate after
11 their termination as an employee, agent, or a licensee as described
12 in paragraph (1) of Section 1161 of the Code of Civil Procedure.

13 (K) When the tenant fails to deliver possession of the residential
14 real property after providing the owner written notice as provided
15 in Section 1946 of the tenant's intention to terminate the hiring of
16 the real property, or makes a written offer to surrender that is
17 accepted in writing by the owner, but fails to deliver possession
18 at the time specified in that written notice as described in paragraph
19 (5) of Section 1161 of the Code of Civil Procedure.

20 (2) No-fault just cause, which means any of the following:

21 (A) (i) Intent to occupy the residential real property by the
22 owner or the owner's spouse, domestic partner, children,
23 grandchildren, parents, ~~or grandparents~~ *or caregiver, as defined*
24 *in Section 3002 of Title 42 of the United States Code*, for a
25 minimum of 12 continuous months as that person's primary
26 residence.

27 (ii) For leases entered into on or after July 1, 2020, or July 1,
28 2022, if the lease is for a tenancy in a mobilehome, clause (i) shall
29 apply only if the tenant agrees, in writing, to the termination, or if
30 a provision of the lease allows the owner to terminate the lease if
31 the owner, or the owner's spouse, domestic partner, children,
32 grandchildren, parents, ~~or grandparents~~ *or caregivers, as described*
33 *in clause (i)*, unilaterally decides to occupy the residential real
34 property. Addition of a provision allowing the owner to terminate
35 the lease as described in this clause to a new or renewed rental
36 agreement or fixed-term lease constitutes a similar provision for
37 the purposes of subparagraph (E) of paragraph (1).

38 (iii) This subparagraph does not apply if the intended occupant
39 occupies a rental unit on the property or if a vacancy of a similar
40 unit already exists at the property.

(iv) The written notice terminating a tenancy for a just cause pursuant to this subparagraph shall contain the name or names and relationship to the owner of the intended occupant. The written notice shall additionally include notification that the tenant may request proof that the intended occupant is an owner or related to the owner as defined in subclause (II) of clause (viii). The proof shall be provided upon request and may include an operating agreement and other non-public documents.

(v) Clause (i) applies only if the intended occupant moves into the rental unit within 90 days after the tenant vacates and occupies the rental unit as a primary residence for at least 12 consecutive months.

(vi) (I) If the intended occupant fails to occupy the rental unit within 90 days after the tenant vacates or fails to occupy the rental unit as their primary residence for at least 12 consecutive months, the owner shall offer the unit to the tenant who vacated it at the same rent and lease terms in effect at the time the tenant vacated and shall reimburse the tenant for reasonable moving expenses incurred in excess of any relocation assistance that was paid to the tenant in connection with the written notice.

(II) If the intended occupant moves into the rental unit within 90 days after the tenant vacates, but dies before having occupied the rental unit as a primary residence for 12 months, as required by clause (vi), this will not be considered a failure to comply with this section or a material violation of this section by the owner as provided in subdivision (h).

(vii) For a new tenancy commenced during the time periods described in clause (v), the accommodations shall be offered and rented or leased at the lawful rent in effect at the time any notice of termination of tenancy is served.

(viii) As used in this subparagraph:

(I) “Intended occupant” means the owner of the residential real property or the owner’s spouse, domestic partner, child, grandchild, parent, ~~or~~ grandparent, *or caregiver*, as described in clause (i).

(II) “Owner” means any of the following:

(ia) An owner who is a natural person that has at least a 25-percent recorded ownership interest in the property.

(ib) An owner who is a natural person who has any recorded ownership interest in the property if 100 percent of the recorded ownership is divided among owners who are related to each other

1 as sibling, spouse, domestic partner, child, parent, grandparent, or
2 grandchild.

3 (ic) An owner who is a natural person whose recorded interest
4 in the property is owned through a limited liability company or
5 partnership.

6 (III) For purposes of subclause (II), “natural person” includes
7 any of the following:

8 (ia) A natural person who is a settlor or beneficiary of a family
9 trust.

10 (ib) If the property is owned by a limited liability company or
11 partnership, a natural person who is a beneficial owner with at
12 least a 25-percent ownership interest in the property.

13 (IV) “Family trust” means a revocable living trust or irrevocable
14 trust in which the settlors and beneficiaries of the trust are persons
15 who are related to each other as sibling, spouse, domestic partner,
16 child, parent, grandparent, or grandchild.

17 (V) “Beneficial owner” means a natural person or family trust
18 for whom, directly or indirectly and through any contract
19 arrangement, understanding, relationship, or otherwise, and any
20 of the following applies:

21 (ia) The natural person exercises substantial control over a
22 partnership or limited liability company.

23 (ib) The natural person owns 25 percent or more of the equity
24 interest of a partnership or limited liability company.

25 (ic) The natural person receives substantial economic benefits
26 from the assets of a partnership.

27 (B) Withdrawal of the residential real property from the rental
28 market.

29 (C) (i) The owner complying with any of the following:

30 (I) An order issued by a government agency or court relating
31 to habitability that necessitates vacating the residential real
32 property.

33 (II) An order issued by a government agency or court to vacate
34 the residential real property.

35 (III) A local ordinance that necessitates vacating the residential
36 real property.

37 (ii) If it is determined by any government agency or court that
38 the tenant is at fault for the condition or conditions triggering the
39 order or need to vacate under clause (i), the tenant shall not be

1 entitled to relocation assistance as outlined in paragraph (3) of
2 subdivision (d).

3 (D) (i) Intent to demolish or to substantially remodel the
4 residential real property.

5 (ii) For purposes of this subparagraph, “substantially remodel”
6 means either of the following that cannot be reasonably
7 accomplished in a safe manner that allows the tenant to remain
8 living in the place and that requires the tenant to vacate the
9 residential real property for at least 30 consecutive days:

10 (I) The replacement or substantial modification of any structural,
11 electrical, plumbing, or mechanical system that requires a permit
12 from a governmental agency.

13 (II) The abatement of hazardous materials, including lead-based
14 paint, mold, or asbestos, in accordance with applicable federal,
15 state, and local laws.

16 (iii) For purposes of this subparagraph, a tenant is not required
17 to vacate the residential real property on any days where a tenant
18 could continue living in the residential real property without
19 violating health, safety, and habitability codes and laws. Cosmetic
20 improvements alone, including painting, decorating, and minor
21 repairs, or other work that can be performed safely without having
22 the residential real property vacated, do not qualify as substantial
23 remodel.

24 (iv) A written notice terminating a tenancy for a just cause
25 pursuant to this subparagraph shall include all of the following
26 information:

27 (I) A statement informing the tenant of the owner’s intent to
28 demolish the property or substantially remodel the rental unit
29 property.

30 (II) The following statement:

31 “If the substantial remodel of your unit or demolition of the
32 property as described in this notice of termination is not
33 commenced or completed, the owner must offer you the
34 opportunity to re-rent your unit with a rental agreement containing
35 the same terms as your most recent rental agreement with the owner
36 at the rental rate that was in effect at the time you vacated. You
37 must notify the owner within thirty (30) days of receipt of the offer
38 to re-rent of your acceptance or rejection of the offer, and, if
39 accepted, you must reoccupy the unit within thirty (30) days of
40 notifying the owner of your acceptance of the offer.”

1 (III) A description of the substantial remodel to be completed,
2 the approximate expected duration of the substantial remodel, or
3 if the property is to be demolished, the expected date by which the
4 property will be demolished, together with one of the following:

5 (ia) A copy of the permit or permits required to undertake the
6 substantial remodel or demolition.

7 (ib) Only if a notice is issued pursuant to subclause (II) of clause
8 (ii) and the remodel does not require any permit, a copy of the
9 signed contract with the contractor hired by the owner to complete
10 the substantial remodel, that reasonably details the work that will
11 be undertaken to abate the hazardous materials as described in
12 subclause (II) of clause (ii).

13 (IV) A notification that if the tenant is interested in reoccupying
14 the rental unit following the substantial remodel, the tenant shall
15 inform the owner of the tenant's interest in reoccupying the rental
16 unit following the substantial remodel and provide to the owner
17 the tenant's address, telephone number, and email address.

18 (c) Before an owner of residential real property issues a notice
19 to terminate a tenancy for just cause that is a curable lease
20 violation, the owner shall first give notice of the violation to the
21 tenant with an opportunity to cure the violation pursuant to
22 paragraph (3) of Section 1161 of the Code of Civil Procedure. If
23 the violation is not cured within the time period set forth in the
24 notice, a three-day notice to quit without an opportunity to cure
25 may thereafter be served to terminate the tenancy.

26 (d) (1) For a tenancy for which just cause is required to
27 terminate the tenancy under subdivision (a), if an owner of
28 residential real property issues a termination notice based on a
29 no-fault just cause described in paragraph (2) of subdivision (b),
30 the owner shall, regardless of the tenant's income, at the owner's
31 option, do one of the following:

32 (A) Assist the tenant to relocate by providing a direct payment
33 to the tenant as described in paragraph (3).

34 (B) Waive in writing the payment of rent for the final month of
35 the tenancy, prior to the rent becoming due.

36 (2) If an owner issues a notice to terminate a tenancy for no-fault
37 just cause, the owner shall notify the tenant in the written
38 termination notice of the tenant's right to relocation assistance or
39 rent waiver pursuant to this section. If the owner elects to waive
40 the rent for the final month of the tenancy as provided in

1 subparagraph (B) of paragraph (1), the notice shall state the amount
2 of rent waived and that no rent is due for the final month of the
3 tenancy.

4 (3) (A) The amount of relocation assistance or rent waiver shall
5 be equal to one month of the tenant's rent that was in effect when
6 the owner issued the notice to terminate the tenancy. Any relocation
7 assistance shall be provided within 15 calendar days of service of
8 the notice.

9 (B) If a tenant fails to vacate after the expiration of the notice
10 to terminate the tenancy, the actual amount of any relocation
11 assistance or rent waiver provided pursuant to this subdivision
12 shall be recoverable as damages in an action to recover possession.

13 (C) The relocation assistance or rent waiver required by this
14 subdivision shall be credited against any other relocation assistance
15 required by any other law.

16 (4) An owner's failure to strictly comply with this subdivision
17 shall render the notice of termination void.

18 (e) This section shall not apply to the following types of
19 residential real properties or residential circumstances:

20 (1) Transient and tourist hotel occupancy as defined in
21 subdivision (b) of Section 1940.

22 (2) Housing accommodations in a nonprofit hospital, religious
23 facility, extended care facility, licensed residential care facility for
24 the elderly, as defined in Section 1569.2 of the Health and Safety
25 Code, or an adult residential facility, as defined in Chapter 6 of
26 Division 6 of Title 22 of the Manual of Policies and Procedures
27 published by the State Department of Social Services.

28 (3) Dormitories owned and operated by an institution of higher
29 education or a kindergarten and grades 1 to 12, inclusive, school.

30 (4) Housing accommodations in which the tenant shares
31 bathroom or kitchen facilities with the owner who maintains their
32 principal residence at the residential real property.

33 (5) Single-family owner-occupied residences, including both
34 of the following:

35 (A) A residence in which the owner-occupant rents or leases
36 no more than two units or bedrooms, including, but not limited to,
37 an accessory dwelling unit or a junior accessory dwelling unit.

38 (B) A mobilehome.

39 (6) A property containing two separate dwelling units within a
40 single structure in which the owner occupied one of the units as

1 the owner's principal place of residence at the beginning of the
2 tenancy, so long as the owner continues in occupancy, and neither
3 unit is an accessory dwelling unit or a junior accessory dwelling
4 unit.

5 (7) Housing that has been issued a certificate of occupancy
6 within the previous 15 years, unless the housing is a mobilehome.

7 (8) Residential real property, including a mobilehome, that is
8 alienable separate from the title to any other dwelling unit, provided
9 that both of the following apply:

10 (A) The owner is not any of the following:

11 (i) A real estate investment trust, as defined in Section 856 of
12 the Internal Revenue Code.

13 (ii) A corporation.

14 (iii) A limited liability company in which at least one member
15 is a corporation.

16 (iv) Management of a mobilehome park, as defined in Section
17 798.2.

18 (B) (i) The tenants have been provided written notice that the
19 residential property is exempt from this section using the following
20 statement:

21
22 "This property is not subject to the rent limits imposed by Section
23 1947.12 of the Civil Code and is not subject to the just cause
24 requirements of Section 1946.2 of the Civil Code. This property
25 meets the requirements of Sections 1947.12 (d)(5) and 1946.2
26 (e)(8) of the Civil Code and the owner is not any of the following:
27 (1) a real estate investment trust, as defined by Section 856 of the
28 Internal Revenue Code; (2) a corporation; or (3) a limited liability
29 company in which at least one member is a corporation."
30

31 (ii) (I) Except as provided in subclause (II), for a tenancy
32 existing before July 1, 2020, the notice required under clause (i)
33 may, but is not required to, be provided in the rental agreement.

34 (II) For a tenancy in a mobilehome existing before July 1, 2022,
35 the notice required under clause (i) may, but is not required to, be
36 provided in the rental agreement.

37 (iii) (I) Except as provided in subclause (II), for any tenancy
38 commenced or renewed on or after July 1, 2020, the notice required
39 under clause (i) must be provided in the rental agreement.

1 (II) For any tenancy in a mobilehome commenced or renewed
2 on or after July 1, 2022, the notice required under clause (i) shall
3 be provided in the rental agreement.

4 (iv) Addition of a provision containing the notice required under
5 clause (i) to any new or renewed rental agreement or fixed-term
6 lease constitutes a similar provision for the purposes of
7 subparagraph (E) of paragraph (1) of subdivision (b).

8 (9) Housing restricted by deed, regulatory restriction contained
9 in an agreement with a government agency, or other recorded
10 document as affordable housing for persons and families of very
11 low, low, or moderate income, as defined in Section 50093 of the
12 Health and Safety Code, or subject to an agreement that provides
13 housing subsidies for affordable housing for persons and families
14 of very low, low, or moderate income, as defined in Section 50093
15 of the Health and Safety Code or comparable federal statutes.

16 (f) An owner of residential real property subject to this section
17 shall provide notice to the tenant as follows:

18 (1) (A) Except as provided in subparagraph (B), for any tenancy
19 commenced or renewed on or after July 1, 2020, as an addendum
20 to the lease or rental agreement, or as a written notice signed by
21 the tenant, with a copy provided to the tenant.

22 (B) For a tenancy in a mobilehome commenced or renewed on
23 or after July 1, 2022, as an addendum to the lease or rental
24 agreement, or as a written notice signed by the tenant, with a copy
25 provided to the tenant.

26 (2) (A) Except as provided in subparagraph (B), for a tenancy
27 existing prior to July 1, 2020, by written notice to the tenant no
28 later than August 1, 2020, or as an addendum to the lease or rental
29 agreement.

30 (B) For a tenancy in a mobilehome existing prior to July 1,
31 2022, by written notice to the tenant no later than August 1, 2022,
32 or as an addendum to the lease or rental agreement.

33 (3) The notification or lease provision shall be in no less than
34 12-point type, and shall include the following:

35
36 “California law limits the amount your rent can be increased.
37 See Section 1947.12 of the Civil Code for more information.
38 California law also provides that after all of the tenants have
39 continuously and lawfully occupied the property for 12 months or
40 more or at least one of the tenants has continuously and lawfully

1 occupied the property for 24 months or more, a landlord must
2 provide a statement of cause in any notice to terminate a tenancy.
3 See Section 1946.2 of the Civil Code for more information.”
4

5 The notification or lease provision shall be subject to Section
6 1632.

7 (g) An owner’s failure to comply with any provision of this
8 section shall render the written termination notice void.

9 (h) (1) An owner who attempts to recover possession of a rental
10 unit in material violation of this section shall be liable to the tenant
11 in a civil action for all of the following:

12 (A) Actual damages.

13 (B) In the court’s discretion, reasonable attorney’s fees and
14 costs.

15 (C) Upon a showing that the owner has acted willfully or with
16 oppression, fraud, or malice, up to three times the actual damages.
17 An award may also be entered for punitive damages for the benefit
18 of the tenant against the owner.

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

24 (i) (1) This section does not apply to the following residential
25 real property:

26 (A) Residential real property subject to a local ordinance
27 requiring just cause for termination of a residential tenancy adopted
28 on or before September 1, 2019, in which case the local ordinance
29 shall apply.

30 (B) Residential real property subject to a local ordinance
31 requiring just cause for termination of a residential tenancy adopted
32 or amended after September 1, 2019, that is more protective than
33 this section, in which case the local ordinance shall apply. For
34 purposes of this subparagraph, an ordinance is “more protective”
35 if it meets all of the following criteria:

36 (i) The just cause for termination of a residential tenancy under
37 the local ordinance is consistent with this section.

38 (ii) The ordinance further limits the reasons for termination of
39 a residential tenancy, provides for higher relocation assistance

1 amounts, or provides additional tenant protections that are not
2 prohibited by any other provision of law.

3 (iii) The local government has made a binding finding within
4 their local ordinance that the ordinance is more protective than the
5 provisions of this section.

6 (2) A residential real property shall not be subject to both a local
7 ordinance requiring just cause for termination of a residential
8 tenancy and this section.

9 (3) A local ordinance adopted after September 1, 2019, that is
10 less protective than this section shall not be enforced unless this
11 section is repealed.

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

14 (k) For the purposes of this section, the following definitions
15 shall apply:

16 (1) "Owner" includes any person, acting as principal or through
17 an agent, having the right to offer residential real property for rent,
18 and includes a predecessor in interest to the owner.

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

22 (3) "Tenancy" means the lawful occupation of residential real
23 property and includes a lease or sublease.

24 (l) This section shall not apply to a homeowner of a mobilehome,
25 as defined in Section 798.9.

26 (m) This section shall become operative on April 1, 2024.

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

29 SEC. 3. Section 1946.5 of the Civil Code is repealed.

30 ~~1946.5. (a) The hiring of a room by a lodger on a periodic~~
31 ~~basis within a dwelling unit occupied by the owner may be~~
32 ~~terminated by either party giving written notice to the other of his~~
33 ~~or her intention to terminate the hiring, at least as long before the~~
34 ~~expiration of the term of the hiring as specified in Section 1946.~~
35 ~~The notice shall be given in a manner prescribed in Section 1162~~
36 ~~of the Code of Civil Procedure or by certified or registered mail,~~
37 ~~restricted delivery, to the other party, with a return receipt~~
38 ~~requested.~~

39 ~~(b) Upon expiration of the notice period provided in the notice~~
40 ~~of termination given pursuant to subdivision (a), any right of the~~

1 lodger to remain in the dwelling unit or any part thereof is
2 terminated by operation of law. The lodger's removal from the
3 premises may thereafter be effected pursuant to the provisions of
4 Section 602.3 of the Penal Code or other applicable provisions of
5 law.

6 (e) As used in this section, "lodger" means a person contracting
7 with the owner of a dwelling unit for a room or room and board
8 within the dwelling unit personally occupied by the owner, where
9 the owner retains a right of access to all areas of the dwelling unit
10 occupied by the lodger and has overall control of the dwelling unit.

11 (d) This section applies only to owner-occupied dwellings where
12 a single lodger resides. Nothing in this section shall be construed
13 to determine or affect in any way the rights of persons residing as
14 lodgers in an owner-occupied dwelling where more than one lodger
15 resides.

16 SEC. 4. Section 12927 of the Government Code is amended
17 to read:

18 12927. As used in this part in connection with housing
19 accommodations, unless a different meaning clearly appears from
20 the context:

21 (a) "Affirmative actions" means any activity for the purpose of
22 eliminating discrimination in housing accommodations because
23 of race, color, religion, sex, marital status, national origin, ancestry,
24 familial status, or disability.

25 (b) "Conciliation council" means a nonprofit organization, or
26 a city or county human relations commission, which provides
27 education, factfinding, and mediation or conciliation services in
28 resolution of complaints of housing discrimination.

29 (c) (1) "Discrimination" includes refusal to sell, rent, or lease
30 housing accommodations; includes refusal to negotiate for the
31 sale, rental, or lease of housing accommodations; includes
32 representation that a housing accommodation is not available for
33 inspection, sale, or rental when that housing accommodation is in
34 fact so available; includes any other denial or withholding of
35 housing accommodations; includes provision of inferior terms,
36 conditions, privileges, facilities, or services in connection with
37 those housing accommodations; includes harassment in connection
38 with those housing accommodations; includes the cancellation or
39 termination of a sale or rental agreement; includes the provision
40 of segregated or separated housing accommodations; includes the

1 refusal to permit, at the expense of the disabled person, reasonable
2 modifications of existing premises occupied or to be occupied by
3 the disabled person, if the modifications may be necessary to afford
4 the disabled person full enjoyment of the premises, except that, in
5 the case of a rental, the landlord may, where it is reasonable to do
6 so condition permission for a modification on the renter's agreeing
7 to restore the interior of the premises to the condition that existed
8 before the modification (other than for reasonable wear and tear),
9 and includes refusal to make reasonable accommodations in rules,
10 policies, practices, or services when these accommodations may
11 be necessary to afford a disabled person equal opportunity to use
12 and enjoy a dwelling.

13 (2) "Discrimination" does not include either of the following:

14 (A) Refusal to rent or lease a portion of an owner-occupied
15 single-family house to a person as a ~~roomer or boarder~~ *tenant*
16 living within the household, provided that no more than ~~one roomer~~
17 ~~or boarder~~ *is two tenants* are to live within the household, and the
18 owner complies with subdivision (c) of Section 12955, which
19 prohibits discriminatory notices, statements, and advertisements.

20 (B) Where the sharing of living areas in a single dwelling unit
21 is involved, the use of words stating or tending to imply that the
22 housing being advertised is available only to persons of one sex.

23 (d) "Housing accommodation" means any building, structure,
24 or portion thereof that is occupied as, or intended for occupancy
25 as, a residence by one or more families and any vacant land that
26 is offered for sale or lease for the construction thereon of any
27 building, structure, or portion thereof intended to be so occupied.
28 "Housing accommodation" includes a building, structure, or portion
29 thereof that is occupied, or intended to be occupied, pursuant to a
30 transaction facilitated by a hosting platform, as defined in Section
31 22590 of the Business and Professions Code.

32 (e) "Owner" includes the lessee, sublessee, assignee, managing
33 agent, real estate broker or salesperson, or any person having any
34 legal or equitable right of ownership or possession or the right to
35 rent or lease housing accommodations, and includes the state and
36 any of its political subdivisions and any agency thereof.

37 (f) "Person" includes all individuals and entities that are
38 described in Section 3602(d) of Title 42 of the United States Code,
39 and in the definition of "owner" in subdivision (e), and all

1 institutional third parties, including the Federal Home Loan
2 Mortgage Corporation.

3 (g) “Aggrieved person” includes any person who claims to have
4 been injured by a discriminatory housing practice or believes that
5 the person will be injured by a discriminatory housing practice
6 that is about to occur.

7 (h) “Real estate-related transactions” include any of the
8 following:

9 (1) The making or purchasing of loans or providing other
10 financial assistance that is for the purpose of purchasing,
11 constructing, improving, repairing, or maintaining a dwelling, or
12 that is secured by residential real estate.

13 (2) The selling, brokering, or appraising of residential real
14 property.

15 (3) The use of territorial underwriting requirements, for the
16 purpose of requiring a borrower in a specific geographic area to
17 obtain earthquake insurance, required by an institutional third party
18 on a loan secured by residential real property.

19 (i) “Source of income” means lawful, verifiable income paid
20 directly to a tenant, or to a representative of a tenant, or paid to a
21 housing owner or landlord on behalf of a tenant, including federal,
22 state, or local public assistance, and federal, state, or local housing
23 subsidies, including, but not limited to, federal housing assistance
24 vouchers issued under Section 8 of the United States Housing Act
25 of 1937 (42 U.S.C. Sec. 1437f). “Source of income” includes a
26 federal Department of Housing and Urban Development Veterans
27 Affairs Supportive Housing voucher. For the purposes of this
28 definition, a housing owner or landlord is not considered a
29 representative of a tenant unless the source of income is a federal
30 Department of Housing and Urban Development Veterans Affairs
31 Supportive Housing voucher.

32 SEC. 5. Section 17131.19 is added to the Revenue and Taxation
33 Code, to read:

34 17131.19. (a) Gross income does not include any payment
35 received by a lower income household from a tenant while
36 participating as a landlord in a nonprofit home-sharing program.

37 (b) For the purposes of this section:

38 (1) “Nonprofit home-sharing program” means a program as
39 defined in paragraph (1) of subdivision (b) of Section 10007 of
40 the Welfare and Institutions Code.

1 (2) “Lower income household” means as defined in Section
2 50079.5 of the Health and Safety Code.

3 SEC. 6. Section 10007 is added to the Welfare and Institutions
4 Code, to read:

5 10007. (a) Income received by an applicant for, or a recipient
6 of, public social services through renting bedrooms or units as a
7 landlord in a nonprofit home-sharing program shall not be
8 considered to be income for the purposes of determining the
9 eligibility of public social services pursuant to this division.

10 (b) For the purposes of this section:

11 (1) “Nonprofit home-sharing program” means a program that
12 meets all of the following:

13 (A) Administered by a nonprofit organization or governmental
14 entity.

15 (B) Provides a service that helps to match a person or household,
16 who has one or more unoccupied bedrooms in their owner-occupied
17 home, one or more unoccupied bedrooms in their rental unit of
18 which they are the primary tenant, or up to two separate vacant
19 units on an owner-occupied property with one or more unrelated
20 tenants.

21 (C) Lease agreements executed as a result of a match, as
22 described in subparagraph (B), is for the term of no less than 30
23 days.

24 (D) Provides ongoing support to mitigate conflict and promote
25 housing stability for both participating tenants and landlords.

26 (E) “Nonprofit organization” means any private, nonprofit
27 organization which qualifies for exempt status under Section
28 501(c)(3) of the United States Internal Revenue Code of 1986.