



GLOSSARY

[All words in **boldface type** are explained in this Glossary.]

abandon/abandonment—the tenant’s remedy of moving out of a rental unit that is uninhabitable and that the landlord has not repaired within a reasonable time after receiving notice of the defects from the tenant.

amount of notice/amount of advance notice—the number of days’ notice that must be given before a change in the tenancy can take effect. Usually, the amount of advance notice is the same as the number of days between rent payments. For example, in a month-to-month tenancy, the landlord usually must give the tenant 30 days’ advance written notice that the landlord is increasing the amount of the security deposit.

appeal—a request to a higher court to review a lower court’s decision in a lawsuit.

Application for Waiver of Court Fees and Costs—a form that tenants may complete and give to the Clerk of Court to request permission to file court documents without paying the court filing fee.

arbitration—using a neutral third person to resolve a dispute instead of going to court. Arbitration results can be binding or non-binding on the parties. A binding result means the result is final without an opportunity to appeal or contest it and the prevailing party can enforce it (like a judgment) against the non-prevailing party. A non-binding result means a determination that is not binding on the parties, meaning that either party can still file a legal action against the other party in the Superior Court.

arbitrator—a neutral third person, agreed to by the parties in a dispute, who hears and decides a dispute (see arbitration; compare to mediator).

assign/assignment—an agreement between the original tenant and a new tenant by which the new tenant takes over the rental agreement pertaining to the unit and becomes responsible to the landlord for everything that the original tenant was responsible for. The original tenant is still responsible to the landlord if the new tenant does not live up to the obligations of the rental agreement (see novation; compare to sublease).

California Department of Fair Employment and Housing—the state agency that investigates complaints of unlawful discrimination in housing and employment.

Claim of Right to Possession—a form that the occupants of a rental unit can fill out to temporarily stop their eviction by the sheriff after the landlord has won an unlawful detainer (eviction) lawsuit. The occupants can use this form only if: the landlord did not serve a Prejudgment Claim of Right to Possession form with the summons and complaint; the occupants were not named in the writ of possession; and the occupants have lived in the rental unit since before the unlawful detainer lawsuit was filed.

COVID-19 Tenant Relief Act of 2020 (the Tenant Relief Act)—An emergency act that took effect on August 31, 2020, which (1) placed a moratorium on evictions through September 30, 2021, for a tenant’s failure to pay rent due to financial distress arising from or related to COVID-19, provided the tenant returned to the landlord a signed

declaration of COVID-19-Related Financial Distress and (2) provided tenants and landlords financial assistance for unpaid rent and utilities through March 31, 2022. For more information about the Tenant Relief Act, please go to <https://housing.ca.gov/>.

credit report—a report prepared by a credit reporting agency that describes a person’s credit history for the last seven years (except for bankruptcies, which are reported for 10 years). A credit report shows, for example, whether the person pays his or her bills on time, has delinquent or charged-off accounts.

credit reporting agency—a business that keeps records of people’s credit histories, and that reports credit history information to prospective creditors (including landlords) (see tenant screening service).

credit score—a numerical summary of a person’s credit worthiness that is based on information from a credit reporting agency. Credit scoring uses a statistical program to compare a person’s history of bill paying, credit accounts, collection actions and other credit information with the credit performance of other consumers. A high credit score (for example, 750 and up) indicates a history of better credit performance than other consumers, and potentially a better credit risk. A low credit score (for example, 300-400) indicates a history of worse credit performance than other consumers, and potentially a worse credit risk.

default judgment—a judgment issued by the court, without a hearing, after the defendant has failed to file a response to the plaintiff’s complaint.

demurrer—a legal response that a defendant can file in a lawsuit to test the legal sufficiency of the charges made in the plaintiff’s complaint. In an unlawful detainer action to evict a tenant, the tenant may file a demurrer to the landlord’s complaint if the complaint is legally insufficient, for instance, the complaint fails to state that the landlord served the tenant with a 3-day pay or quit notice, 30-day notice, 60-day notice, or 90-day notice.

discovery—the process through which parties to a legal action are allowed to obtain relevant information known to other parties or non-parties before trial.

discrimination (in rental housing)— denying a person housing, telling a person that housing is not available (when the housing is actually available at that time), providing housing under inferior terms, providing unequal access to housing, harassing a person in connection with housing accommodations, or providing segregated housing because of a person’s race, color, ancestry, national origin, citizenship, immigration status, primary language, age, religion, mental or physical disability, sex, gender, sexual orientation, gender identity, gender expression, genetic information, marital status, familial status, source of income, and/or military or veteran status. Discrimination also can be refusal to make reasonable accommodation or not allow a reasonable modification of the property in order for a person with a disability to be able to use and enjoy the property.

dishonored check—a check that the bank returns to the payee (the person who received the check) without paying it. The bank may return the check because the payor’s (the check writer’s) account did not have enough money to cover the check. This is called a “bounced” or “NSF” check. Or, the bank may return the check because the payor stopped payment on it.

domestic violence—abuse perpetrated against a spouse, former spouse, cohabitant, former cohabitant, a person that the abuser is having or has a dating or engagement relationship, or a person that the abuser has had a child with. For more information

regarding domestic violence, please see page 63.

elder abuse—Physical abuse, neglect, abandonment, isolation, abduction, or other treatment with resulting physical harm or pain or mental suffering against an elder or dependent adult.

escrow account—a bank account into which a party deposits money, which the escrow officer will disburse pursuant to the terms and conditions of the escrow agreement. If a rental unit is uninhabitable, the tenant may deposit withheld rent into an escrow account to be withdrawn and disbursed only when the landlord has corrected the uninhabitable conditions in the rental unit or when the tenant is ordered by a court to pay the withheld rent to the landlord.

eviction—a court-administered proceeding for removing a tenant from a rental unit because the tenant has violated the rental agreement, or did not comply with a notice ending the tenancy (also called an “unlawful detainer” lawsuit).

eviction moratorium—a temporary halt to eviction proceedings.

eviction notice—a notice intended to terminate a tenancy. An eviction notice can be a three-day notice (curable and incurable), 30-day notice, 60-day notice, or 90-day notice.

eviction process—the official process that the landlord follows to evict a tenant from a rental unit.

ex parte hearing—a way in which a party to a legal proceeding can bring a matter before a judge without an absolute requirement that all other parties be present. The party seeking the hearing has to inform the other parties that they are seeking the hearing and giving them the opportunity to attend if they wish.

fair housing organizations—city, county or private organizations that help renters resolve housing discrimination problems.

family child care home—A family child care home is a “home that regularly provides care, protection, and supervision for 14 or fewer children, in the [child care] provider’s own home, for periods of less than 24 hours a day, while the parents or guardians are away.”⁴⁶⁰ A family child care home can be located in a single family home, apartment, condominium, townhome, duplex, and other multi-family buildings. Family child care homes are licensed and regulated by the California Department of Social Services (Community Care Licensing Division) and California State Fire Marshal. Landlords have no authority to regulate family child care homes. Family child care providers are vital to the community by supporting the needs of children, parents and employers, and boosting economic development.

federal stay (or automatic stay)—an order of a federal bankruptcy court that temporarily stops proceedings in a state court, including an eviction proceeding.

fixed term rental agreement—A rental agreement between the landlord and tenant usually in writing, that establishes all the terms of the agreement and that lasts for a predetermined length of time with defined start and end dates (for example, six months or one year). Compare to periodic rental agreement.

guest—a person who does not have the rights of a tenant, such as a person who stays in a transient hotel for fewer than seven days or someone staying at a rental unit at the invitation of the tenant.

habitable—a rental unit that is fit for human beings to live in. A rental unit that substantially complies with building and safety code standards that materially affect tenants' health and safety is said to be "habitable." See uninhabitable and implied warranty of habitability.

holding deposit—a deposit that a tenant gives to a landlord to hold a rental unit while the landlord's approval or disapproval of the tenant's application is pending or until the tenant pays the first month's rent and the security deposit.

implied warranty of habitability—a legal rule that requires landlords to maintain their rental units in a condition fit for human beings to live in. This warranty applies to every single residential tenancy in California, no matter what. A rental unit must substantially comply with building and housing code standards that materially affect tenants' health and safety. The basic minimum requirements for a rental unit to be habitable are listed on pages 47-51.

initial inspection—an inspection by the landlord before the tenancy ends to identify defective conditions that justify deductions from the security deposit.

Just Cause Evictions—Allowable grounds upon which a landlord may evict a tenant from a rental unit, including but not limited to, a tenant's nonpayment of rent or causing intentional damage to the rental unit.

landlord—a business or person who owns a rental unit, and who rents the unit to another person, called a tenant.

legal aid organizations—organizations that provide free legal advice, representation, and other legal services in noncriminal cases to economically disadvantaged persons.

lockout—when a landlord locks a tenant out of the rental unit with the intent of terminating the tenancy. Lockouts, and all other self-help eviction remedies, are illegal. The term can also apply to what happens when a sheriff executes a writ of possession following a court eviction judgment.

lodger—a person who lives in a room in a house where the owner lives. The owner may enter all areas occupied by the lodger, and has overall control of the house.

mediation—a process in which a neutral third person meets with the parties to a dispute in order to assist them in formulating a voluntary solution to the dispute.

mediator—a neutral third person, agreed to by the parties to a dispute, who meets with the parties in order to assist them in formulating a voluntary solution to the dispute. The mediator's decision normally is not "binding" on the parties (see mediation; compare to arbitrator).

Memorandum to Set Case for Trial—a court document filed in an unlawful detainer lawsuit requesting that the case be set for trial. This document also states whether the plaintiff (the landlord) has requested a jury trial. A tenant may also file such a document, it is then called a Counter-Memorandum.

Motion to Quash Service of Summons—a legal response that a defendant can file in a lawsuit if the defendant believes that plaintiff's service of the summons is defective. In an unlawful detainer action, rather than file an answer to the complaint, the

defendant/tenant can file a motion to quash service of summons if he/she believes the landlord/plaintiff did not properly serve the summons and complaint.

negligence—a person’s carelessness (that is, failure to use ordinary or reasonable care) that results in injury to another person or damage to another person’s property.

notice to vacate—A notice intended to terminate a tenancy. A notice to vacate can be a 30-day notice, 60-day notice, or 90-day notice.

novation—in an assignment situation, a novation is an agreement by the landlord, the original tenant, and the new tenant that makes the new tenant (rather than the original tenant) solely responsible to the landlord.

occupant—a person who is not named as a tenant in the rental agreement who has moved into a rental unit before the landlord files an unlawful detainer (eviction) lawsuit. An occupant may be authorized by the rental agreement. If the landlord does not know that the occupant is living in the rental unit, the landlord may not name the occupant as a defendant in the unlawful detainer lawsuit.

periodic tenancy or tenancies—is a tenancy that continues week-to-week or month-to-month with no specified end date. Periodic tenancies continue from period to period until the landlord or tenant gives the other party notification that he/she wants to end the tenancy.

periodic rental agreement—are tenancies that continue for successive periods until the landlord or tenant gives the other party notification that they want to end the tenancy. Examples of periodic tenancies are tenancies that run from week to week or month to month.

Prejudgment Claim of Right to Possession—a form that a landlord in an unlawful detainer (eviction) lawsuit can have served along with the summons and complaint on all persons living in the rental unit who might claim to be tenants, but whose names the landlord does not know. Occupants who are not named in the unlawful detainer complaint, but who claim a right to possess the rental unit, can fill out and file this form to become parties to the unlawful detainer action. This gives the occupant an opportunity to file an answer, but also exposes them to adverse consequences of an unlawful detainer, including a judgment against them. See Appendix 1 (116-117).

prepaid rental listing services—businesses that sell lists of available rental units.

property manager—the property manager or rental agent is compensated by the landlord to represent the landlord's interests. In some instances, the tenant will deal with the rental agent or property manager on behalf of the landlord. In other instances, the tenant will deal directly with the landlord.

relief from forfeiture—an order by a court in an unlawful detainer (eviction) lawsuit that allows the losing tenant to remain in the rental unit, based on the tenant convincing the court that the eviction would cause the tenant severe hardship and that the tenant can pay all of the rent that is due, or otherwise fully comply with the terms of the rental agreement.

rent control—a government program that places a limit on the amount that a landlord can demand for renting a home or for renewing a rental agreement.

rent stabilization (or control) ordinances—laws in some communities that limit or prohibit rent increases, or that limit the circumstances in which a tenant can be evicted.

rent withholding—the tenant’s remedy of not paying some or all of the rent if the landlord does not fix defects that make the rental unit uninhabitable within a reasonable time after the landlord receives notice of the defects from the tenant.

rental agent—see property manager.

rental agreement—an oral or written agreement between a tenant and a landlord, made before the tenant moves in, which establishes the terms of the tenancy, such as the amount of the rent and when it is due (see lease and periodic rental agreement).

rental application form—a form that a landlord may ask a tenant to fill out prior to renting that requests information about the tenant, such as the tenant’s address, telephone number, employment history, credit references, and the like.

rental period—the length of time between rent payments; for example, a week or a month.

rental unit—an apartment, house, duplex, condominium, accessory dwelling unit (ADU), or room, or other structure or part thereof that a landlord rents to a tenant to live in.

renter’s insurance—insurance protecting the tenant against property losses, such as losses from theft or fire. Also, this insurance may protect the tenant against liability (legal responsibility) for claims or lawsuits filed by the landlord or by others alleging that the tenant negligently injured another person or property.

repair and deduct remedy—the tenant’s remedy of deducting from future rent the amount necessary to repair defects covered by the implied warranty of habitability. The amount deducted cannot be more than one month’s rent.

retaliatory eviction or action—an act by a landlord, such as raising a tenant’s rent, seeking to evict a tenant, or otherwise punishing a tenant because the tenant has exercised a lawful right, such as using the repair and deduct remedy or the rent withholding remedy.

security deposit—a deposit or a fee that the landlord requires the tenant to pay at the beginning of the tenancy. The landlord can use the security deposit, for example, if the tenant moves out owing rent or leaves the unit damaged, other than normal wear and tear, or less clean than when the tenant moved in.

serve/service—legal requirements and procedures that seek to assure that the person to whom a legal notice is directed actually receives it.

sublease—a separate rental agreement between the original tenant and a new tenant to whom the original tenant rents all or part of the rental unit. The new tenant is called a “subtenant.” The agreement between the original tenant and the landlord remains in force, and the original tenant continues to be responsible for paying the rent to the landlord and for other tenant obligations. (Compare to assignment.)

subpoena—an order from the court that requires the recipient to appear as a witness or provide evidence in a court proceeding.

subtenant—see sublease.

tenancy—the tenant’s exclusive right, created by a rental agreement between the landlord and the tenant, to use and possess the landlord’s rental unit.

tenant—a person who rents a rental unit from a landlord. The tenant obtains the right to the exclusive use and possession of the rental unit during the rental period. If the rental agreement identifies more than one person as the tenant, then all of the identified people are co-tenants and together they have the right to the exclusive use and possession of the rental unit vis a vis the landlord and other third parties during the rental period but non-exclusive use and possession of the rental unit with respect to each other.

Tenant Protection Act of 2019 (the Tenant Protection Act)—the Tenant Protection Act imposes statewide limits on rental increases. The Tenant Protection Act also imposes statewide just cause eviction requirements for rental units where the tenant has resided at the unit for more than 12 months or 24 months if an adult tenant was added to the tenancy during the preceding 12 months.

Tenant Relocation Payment—a payment from the landlord to the tenant to assist the tenant with relocation if the landlord relies on no-fault just cause as the basis to terminate the tenancy and evict the tenant. Under the Tenant Protection Act of 2019, the relocation payment is an amount equal to one month of the tenant’s rent that was in effect when the owner issued the notice to terminate the tenancy and, at the landlord’s option, the landlord may pay this amount directly to the tenant or waive the tenant’s obligation to pay his/her final month’s rent.

tenant screening service—a credit reporting agency that collects and sells information on tenants, such as whether they paid their rent on time, whether they damaged previous rental units, whether they were the subject of an unlawful detainer lawsuit, and whether landlords considered them good or bad tenants.

uninhabitable—a rental unit which has such serious problems or defects that the tenant’s health or safety is affected. A rental unit may be uninhabitable if it is not fit for human beings to live in, if it fails to substantially comply with building and safety code standards that materially affect tenants’ health and safety, if it contains a lead hazard, or if it is a dangerous substandard building. (Compare to habitable.)

unlawful detainer lawsuit—a lawsuit that a landlord must file and win before they can evict a tenant (also called an eviction lawsuit).

unlawful detainer judgment—A judgment issued at the conclusion of an unlawful detainer (eviction) action.

U.S. Department of Housing and Urban Development—the federal agency that enforces the federal fair housing law, which prohibits discrimination based on sex, race, color, religion, national or ethnic origin, familial status, or disability.

wave/waiver—to sign a written document (a waiver) giving up a right, claim, privilege, etc. In order for a waiver to be effective, the person giving the waiver must do so knowingly, and must know the right, claim, privilege, etc. that they are giving up.

writ of possession—a document issued by the court after the landlord wins an unlawful detainer (eviction) lawsuit. The writ of possession is served on the tenant by the sheriff. The writ informs the tenant that the tenant must leave the rental unit by the end of five

days, or the sheriff will forcibly remove the tenant.

3-day notice to cure or quit—see eviction notice.

3-day notice to pay or quit—see eviction notice.

30-day notice—see eviction notice or notice to vacate.

60-day notice—see eviction notice or notice to vacate.

90-day notice—see eviction notice or notice to vacate.

⁴⁶⁰ Health & Saf. Code § 1596.78(a).

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