

MEMORANDUM 2024-19

Landlord-Tenant Terminology: Use of “Landlord” and “Tenant”

This memorandum¹ continues a legislatively directed Commission study² relating to use of consistent and appropriate terminology in California statutes to describe parties to a residential real property rental agreement.

To date, the Commission has decided that adoption of a comprehensive statutory scheme using consistent terminology to describe those parties would not be “prudent and practicable” at this time, given the legislative directive that any such scheme must preserve legal distinctions between currently used terms that are often undefined.³

This memorandum addresses a separate aspect of the legislative assignment, directing the Commission to study whether usage of the terms “landlord” and “tenant” (including related terms including “covenant” and “subtenant”) in California codes remains “useful and appropriate.”⁴ If the Commission concludes that usage no longer meets that standard, the Commission is to suggest reasonably concise replacement terms.⁵

BASIS FOR POSSIBLE CONCERN WITH IDENTIFIED TERMS

The text of the bill directing this assignment does not clarify the intended meaning of the phrase “useful and appropriate,” nor identify any specific concern about current usage of these terms in existing codes.⁶ However, the initial legislative analysis of the bill offers some insight:

Another motivation for this bill is to consider whether the terms “landlord” and “tenant” are outdated and ought to be replaced. The term “landlord” has its roots in the law of medieval England. The Merriam-Webster Dictionary states that its first

1. Any California Law Revision Commission document referred to in this memorandum can be obtained from the Commission. Recent materials can be downloaded from the Commission’s website (www.clrc.ca.gov). Other materials can be obtained by contacting the Commission’s staff, through the website or otherwise.

The Commission welcomes written comments at any time during its study process. Any comments received will be a part of the public record and may be considered at a public meeting. However, comments that are received less than five business days prior to a Commission meeting may be presented without staff analysis.

2. See 2022 Cal. Stat. ch. 462 ([AB 2503](#)).

3. See [Memorandum 2024-8](#); Minutes (Feb. 2024), p. 4.

4. See 2022 Cal. Stat. ch. 462, § 1(c)(1)(B).

5. See 2022 Cal. Stat. ch. 462, § 1(c)(1)(C).

6. See 2022 Cal. Stat. ch. 462, § 1(c)(1).

known use dates from before the 12th Century. The term “tenant” dates from the 14th Century in English, but its roots go back much further, to the Latin “tenēre” (“to hold”). These terms are tinged with certain class-based connotations.

As the author writes:

There are 160 years of California Code and case law surrounding the terms of “landlord” and “tenants.” The use of these terms dates back centuries. Over time, these terms have changed, are outdated, and could be considered offensive to some individuals.⁷

A subsequent legislative analysis expressed the following:

At the same time, the bill directs the CLRC to consider whether the terms “landlord” and “tenant” are outdated and ought to be replaced altogether. The word “landlord,” in particular, apparently derives from medieval England and has a feudal ring to it.⁸

WHETHER USAGE OF TERMS REMAINS “USEFUL AND APPROPRIATE”

The terms “landlord” and “tenant”⁹ have been a part of California statutory law for more than 150 years.¹⁰ Against that backdrop, the staff has explored rationales for both continuing and discontinuing use of these terms in California codes at this time.

Rationales for Continuing Use of “Landlord” and “Tenant”

The staff has identified several considerations that support continued usage of these terms. Each of these considerations is discussed briefly below.

Extensive Use in Existing California Law

The terms “landlord” and “tenant” are currently used extensively throughout California codes,¹¹ as well as in many reported California appellate decisions.¹² Continued use of these terms in California codes would preserve the familiarity and at least the common general understanding of these terms that have developed over time for legal practitioners.

7. [Assembly Committee on Judiciary Analysis of AB 2503](#) (April 29, 2022).

8. [Senate Judiciary Committee Analysis of AB 2503](#) (June 17, 2022).

9. Usage of the terms “cotenant” and “subtenant” are not separately analyzed in this memorandum, as the continued use of those terms would appear to be wholly dependent on continued use of the term “tenant.”

10. The terms were used in the first enactment of the Civil Code in 1872 and have continued to be used in that code since that enactment. See, e.g., [Civ. Code § 1950](#).

11. As indicated in [Memorandum 2024-8](#), the term “tenant” currently appears in more than 700 California code sections, and the term “landlord” in approximately 220.

12. A staff search of an online legal database reflected 854 California published appellate opinions issued since January 1, 2000, that included at least one reference to either the term “tenant” or “landlord.” See, e.g., *Stancil v. Superior Court* (2021) 11 Cal.5th 381, text of opinion available at <https://supreme.courts.ca.gov/sites/default/files/supremecourt/default/2022-08/S253783.pdf>.

Perhaps more importantly, self-help literature relating to rental housing in California, generally paralleling the language of code sections, also predominantly uses these same terms.¹³ Continued use of these terms would therefore also preserve that same familiarity and common understanding for laypersons, who often need to rely on self-help in this area due to the considerable cost of legal representation.

Widespread Use in Law Throughout United States

A search conducted on a prominent online legal database reflects that the terms “landlord” and “tenant” are regularly used in the codes of all 50 states, the District of Columbia, and federal statutes.¹⁴ The terms are also used in a revised Residential Landlord and Tenant Act,¹⁵ adopted by the National Conference of Commissioners on Uniform State Laws¹⁶ in 2015.¹⁷

Continued use of the terms would therefore also preserve this same familiarity and common understanding of the terms for persons moving to California from elsewhere in the United States, who seek rental housing.

A smaller class realizing this same benefit are persons residing outside the state but maintaining a second home in California as a rental property.

Impracticality of Modifying Existing Terms

A problematic aspect of a statutory term can sometimes be addressed by substituting a slight modification of the existing term (e.g., replacing “chairman” with either “chairperson” or “chair”). This substitution can resolve concerns about a term’s problematic connotations while still providing a clear signal that the substitute term is intended to be understood as having precisely the same meaning as the replaced term.

Unfortunately, the staff has not been able to identify any such linguistic modification for either the term “landlord” or “tenant.” Discontinuation of either term would therefore appear to require replacement with an entirely different term, thereby creating possible

13. See, e.g., <https://www.courts.ca.gov/documents/California-Tenants-Guide.pdf>; <https://selfhelp.courts.ca.gov/eviction-and-housing>; <https://store.nolo.com/products/landlord-tenant>; <https://www.disabilityrightsca.org/publications/disability-rights-california-self-help-guide-for-tenants-facing-eviction>.

14. See also [Memorandum 2024-20](#).

15. See <https://www.uniformlaws.org/committees/community-home?CommunityKey=e9cd20a1-b939-4265-9f1e-3a47a538d495>.

16. This organization, also known as the Uniform Law Commission or ULC, is a well-respected entity whose selected members seek public comment on, and then study, draft, and adopt uniform statutes addressing discrete areas of law, intended for subsequent possible enactment by individual states. See <https://www.uniformlaws.org/home>.

17. The staff also informally contacted the chair of the committee that drafted the revised act, to inquire about the issues addressed in this memorandum. The chair advised that the question of whether continued use of the terms “landlord” and “tenant” in the revised act remained “appropriate” was not raised by any member of the drafting committee, nor by any contributor to the study.

confusion relating to the meaning of the new term, particularly among laypersons who might not recognize the new term at all.

Full replacement of these terms would also have significant practical consequences, as self-help materials, court forms, lease agreements, and other similar documents would all need to be revised to allow laypersons to reconcile the content of these documents with revised statutory law.

Confusion Based on Replacement with Terms Already in Use

Some possible replacement terms for “landlord” and “tenant” — e.g., “owner,” lessor,” “lessee” — are already used in many California code sections, often without accompanying definition.¹⁸ Another possible replacement term for “landlord” suggested by multiple commenters¹⁹ is “housing provider,” a term that is also used in several existing California code sections, without definition.²⁰

As discussed in Memorandum 2024-8, the absence of definitions clarifying the existing meaning of these terms is problematic for purposes of this study, as it leaves unclear whether different terms were intended to have slightly different meanings. A global replacement of either “landlord” or “tenant” with one of these terms already in use could compound that problem.

Following that replacement, most persons would likely understand the selected replacement term to have a singular meaning throughout all codes, unless a special definition indicated otherwise. But that understanding could be flawed as applied to usages of the term that pre-existed this global replacement, if in some instances the term was intentionally selected because some slight difference in meaning between the term and “landlord” or “tenant” *was* intended by the Legislature, even though not expressly stated in the code section.

Rationales for Discontinuing Use of “Landlord” and “Tenant”

The staff has had difficulty finding rationales of similar weight that would support discontinuing use of the terms in question at this time.

As a preface, the staff has been unable to find *any* articulated basis for discontinuing use of the term “tenant,” aside from its ancient origin and customary pairing with the word “landlord.”

18. See [Memorandum 2024-8](#).

19. See *infra* notes 21, 22, and 23.

20. See Civ. Code §§ [1785.20.4](#), [1954.06](#), and [2924p](#); Gov’t Code §§ [12019](#) and [12955](#); Health & Safety Code §§ [1504.5](#), [50233](#), [50805](#), [53590](#), and [53591](#); Mil. & Vet. Code § [987.008](#); Pub. Util. Code §§ [327](#) and [2852](#); Welf. & Inst. Code § [4240](#) and [8256](#).

Ancient Origin of Terms

The terms “landlord” and “tenant” have both been a part of the English language for centuries. However, many terms in the English language have ancient roots, and the age of the terms alone would appear to have little to no bearing on whether usage of those terms in existing California statutes continues to be “useful and appropriate.”

Problematic Derivation of Terms

While age alone might not be a reason to discontinue terms, the historical context behind those terms may reflect troubling societal conditions and roles that lawmakers may not want to perpetuate in the law.

The bulk of the concern relating to the derivation of these terms focuses on the term “landlord.” And, it is easily understandable why continued usage of the term “landlord” might no longer be considered appropriate, as the term on its face is gendered and reflects classist social hierarchies.

For example, in a search for this general issue, the staff located an online piece on the website of the Apartment Owners Association of California Inc., expressing concern that a “derogatory association” with the term “landlord” was having a discriminatory impact on California landlords.²¹ The staff also found other relatively recent online entries reflecting similar sentiments about the term “landlord.”²²

Legislation in Other States

The staff also found a 2021 guest opinion published in the online version of an Ohio newspaper, discussing what it described as “first of its kind” proposed legislation in Ohio that, if enacted, would have changed use of the word “landlord” in Ohio state law to “housing provider,” and the word “tenant” to “resident.”²³

Unfortunately, little further insight on the issue is available from either the referenced legislation or supporting legislative material.²⁴ The bill did not make it past its first

21. See Mercedes Shaffer, *We Are Housing Providers, Not “Landlords,”* January 1, 2022, available at <https://aoausa.com/we-are-housing-providers-not-landlords/>.

22. See, e.g., Jack Tsai, *Is it Time to Antiquate the Term “Landlord?”* J. URBAN HEALTH, September 25, 2023, available at <https://pubmed.ncbi.nlm.nih.gov/37747651/>; Bridget Read, *The Landlords Embarrassed to Be Called Landlords*, CURBED (NEW YORK MAGAZINE), June 1, 2022, available at <https://www.curbed.com/2022/06/landlords-housing-providers-semantics.html>; Adam Johnson, *The Real Estate Industry Is Successfully Lobbying Local Media to Ditch the Term “Landlord” for “Housing Provider,”* THE COLUMN, October 11, 2021, available at <https://www.columnblog.com/p/the-real-estate-industry-is-successfully?s=r>.

23. See Roger Valdez, *Opinion: “Landlord” Feudal, Outdated Term That Help Paint Housing Providers as Villains*, COLUMBUS DISPATCH, June 4, 2021, available at <https://www.dispatch.com/story/opinion/columns/guest/2021/06/04/roger-valdez-landlord-feudal-outdated-term-help-paint-housing-providers-villians/7476076002/>.

24. See Ohio SB 272 (2021), available at <https://www.legislature.ohio.gov/legislation/134/sb272>.

committee assignment, and the only analysis of the bill the staff was able to locate describes only the statutory revisions the bill would make, without addressing rationale or policy considerations.²⁵

Conclusion

If California statutes describing providers or consumers of rental housing were being drafted from scratch at the present time, a strong argument could be made for use of a more descriptive and less archaic term than “landlord” (and perhaps to a lesser extent, than “tenant”). However, given the long established and widespread use of these terms throughout California law, self-help literature, and the rest of the country,²⁶ as well as the practical implications of making the change, the rationales for discontinuation of these terms at this time appear insufficient to support a Commission finding that usage of the terms is no longer “useful and appropriate.”

The staff therefore recommends that the Commission advise the Legislature that it finds that the use of the terms “landlord” and “tenant” (including related terms including “cotenant” and “subtenant”) in California statutory provisions remains “useful and appropriate” at this time.

NEXT STEPS AND PROPOSED TIMELINE

If the Commission agrees with the staff’s recommendation in this memorandum, the Commission will have preliminarily addressed all aspects of the legislative directive in this study.

The next step in the study would therefore be preparation by the staff of a draft tentative report to be distributed for public comment. The draft tentative report would include the following, drawn from the material presented to the Commission in this and prior memos:

- (1) An explanation as to why the Commission concluded that the adoption by the Legislature of the comprehensive but nonsubstantive statutory scheme contemplated in the study would not be “prudent and practicable.”²⁷
- (2) An explanation as to why the Commission concluded that use of the terms “landlord,” and “tenant” (and including “cotenant” and “subtenant”) in

Notwithstanding what was reported in the online opinion piece, the summary of the introduced bill indicated that the legislation would have changed the word “landlord” to “lessor,” and “tenant” to “lessee.”

25. See <https://www.legislature.ohio.gov/download?key=18081&format=pdf>.

26. See *infra* note 14.

27. See [Memorandum 2024-8](#).

California statutory provisions relating to the rental of residential real property remains “useful and appropriate.”

- (3) A summary of terminology relating to this subject matter used in the laws of other states.²⁸

The staff believes it should be able to present that draft tentative report to the Commission at its June meeting. Once that tentative report is approved, and depending on the extent of public comment received, the staff anticipates it could present a draft final report to the Commission for its approval, at its September or October meeting.

Does the Commission approve proceeding in this manner?

Respectfully submitted,

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28. See [Memorandum 2024-20](#).