

MEMORANDUM 2024-49  
**Landlord and Tenant Terminology**  
**(Staff Draft Report)**

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This study directs the Commission<sup>1</sup> to evaluate the establishment of consistent terminology across all California codes to describe parties to a residential real property rental agreement, consider other related issues, and deliver its conclusions on those matters to the Legislature on or before December 31, 2024.<sup>2</sup>

On June 20, 2024, the Commission approved the issuance of a tentative report in the study,<sup>3</sup> setting forth the Commission's tentative conclusions on those matters and soliciting public comment on those conclusions.<sup>4</sup> The report requested that comment on the report be submitted to the Commission by no later than August 30, 2024.<sup>5</sup>

As of the publication date of this memorandum, the Commission had not received any responsive public comment on the tentative report.

This memorandum presents for the Commission's approval or revision a staff draft of a final report in the study. Aside from technical changes, the content of the draft final report is identical to the content of the tentative report previously approved by the Commission.

**The Commission now needs to decide whether to approve the attached draft report, with or without revision, as a final report in the study, for submission to the Legislature and publication in the Commission's official reports.**

Respectfully submitted,

Steve Cohen  
Staff Counsel

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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](http://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 <http://www.clrc.ca.gov/pub/Misc-Report/TR-H109.pdf>.

4. See [Minutes \(June 20, 2024\)](#), pp. 4-5.

5. See note 3, *infra*.

STATE OF CALIFORNIA

# CALIFORNIA LAW REVISION COMMISSION

STAFF DRAFT

REPORT

Landlord and Tenant Terminology

October 2024

California Law Revision Commission

c/o Legislative Counsel Bureau

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## SUMMARY OF REPORT

In 2022, the Legislature enacted Assembly Bill 2503 (2022 Cal. Stat. ch. 462). That bill directs the California Law Revision Commission to study the possibility of establishing consistent terminology across all California codes to describe parties to a residential real property rental agreement, in a manner that would (1) preserve legal distinctions currently recognized by existing terminology describing these parties in statute, regulation, case law, and contracts, and (2) incorporate consideration of the effect that consistent terminology would have on case law and contracts presently using existing terminology.

The bill also requires the study to report on terminology used to describe these parties in laws of other states.

Further, if based on this study the Commission determines that adoption of a new statutory scheme establishing this consistent terminology would be prudent and practicable, AB 2503 requires the Commission to recommend that statutory scheme to the Legislature and identify provisions of the California Code of Regulations that may require amendment to conform to the new statutory scheme.

The Commission has conducted this study, and has concluded that adoption by the Legislature of a new statutory scheme meeting the criteria required by AB 2503 would not be prudent and practicable. Specifically, the Commission finds that it is not possible at this time to establish this consistent terminology in a manner that would preserve the intended legal distinctions in existing terminology, as most existing terms are currently used without an accompanying definition, making their precise intended legal meaning unclear. The Commission therefore is not recommending a new statutory scheme establishing this consistent terminology. And, as it has not made that recommendation, it has not addressed the effect any recommended consistent terminology would have had on existing case law and contracts, nor identified provisions of the California Code of Regulations that might have required amendment based on this new terminology.

Finally, independent of studying the possibility of establishing consistent terminology generally, AB 2503 also directs the Commission to evaluate whether use of the terms “landlord,” “tenant,” and related terms to describe parties to a residential real property rental agreement continues to be useful and appropriate, and if not, to suggest reasonably concise replacement terms.

The Commission has also studied this issue, has concluded that use of those terms does continue to meet that specified standard, and has therefore not suggested any replacement terms.



# LANDLORD AND TENANT TERMINOLOGY

## BACKGROUND

### LEGISLATIVE ASSIGNMENT

In 2022, the Legislature enacted AB 2503.<sup>1</sup> In pertinent part, the bill directs the Commission to study the establishment of consistent terminology across all California codes to describe the parties to a residential property rental agreement, as well as to study related matters:

#### SECTION 1.

....

(c) On or before December 31, 2024, the California Law Revision Commission shall deliver, pursuant to Section 9795 of the Government Code, to the Legislature a study regarding all of the following:

(1) Establishment of consistent terminology across the California codes to describe the parties to an agreement, lease, or other contract for the rental of residential real property, including in mobilehome parks, that meets all of the following criteria:

(A) The terminology chosen shall preserve legal distinctions currently recognized in statute, regulation, case law, and contracts, including the distinction between month-to-month rental agreements and leases for agreed-upon periods of time.

(B) The study addresses whether the continued use of the terms “landlord” and “tenant,” including related terms including “cotenant” and “subtenant,” is useful and appropriate in code provisions that involve the rental of residential real property.

(C)(i) If continued use of the terms “landlord” and “tenant” is no longer useful and appropriate, then the study suggests replacement terms that are reasonably concise, given the frequency with which these terms are currently used in statute, regulation, litigation, case law, and contracts.

(ii) Replacement terms suggested under this subparagraph shall not affect the usage of the terms “landlord” and “tenant” elsewhere in real property law, including in the terms “joint tenants” and “tenants in common.”

(2) Terminology used in the laws of other states.

(3) The effect of the establishment of terminology under paragraph (1) on case law established under existing terminology.

(4) The effect of the establishment of terminology under paragraph (1) on contracts made under existing terminology.

(d) If the California Law Revision Commission determines that adopting a

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

statutory scheme that meets the criteria set forth in paragraph (1) of subdivision (c) is prudent and practicable, the study shall do both of the following:

- (1) Recommend a comprehensive statutory scheme that meets those criteria.
  - (2) Identify provisions of the California Code of Regulations involving the hiring of residential real property that may need to be amended in order to conform to the terminology in the comprehensive statutory scheme under paragraph (1).
- (e) This section shall remain in effect until January 1, 2027, and as of that date is repealed.

## RATIONALE UNDERLYING STUDY

The study's underlying rationale was explained as follows by a legislative analysis of the bill:

The statutes that govern rental of real property in California date from the initial enactment of the California Codes in 1872. There are currently more than two-dozen different terms used across the Civil Code, Code of Civil Procedure, Government Code, and Health and Safety Code, including “housing owner,” “landlord,” “lessee,” “lessor,” “management,” “occupant,” “owner of residential rental property,” “property owner,” “renter,” “subtenant,” and “tenant,” to describe the parties to a residential rental agreement. The California Code of Regulations also uses several of these terms. (See, e.g., Cal. Code Regs., tit. 2, chap. 5, sec. 12140 [using the terms “housing owner,” “landlord,” and “tenant”]; Cal. Code Regs., tit. 2, chap. 5, sec. 12050 [using the term “renters”].)

Some of these differences in terminology are due to substantive differences in the legal relationships being described. For example, a subtenant is a person whose legal existence presupposes and depends upon there having been an original tenant who rented or leased the property; it would make no sense to use identical terms for these parties, as they have somewhat different legal rights and obligations. But other differences seem unnecessary or superfluous and are simply the product of inconsistent drafting over the course of 150 years. For example, it is unclear why Civil Code Section 1940.8 uses the term “landlord of a residential dwelling unit” and the immediately-adjacent Section 1940.8.5 uses the term “owner of residential rental property” — when both provisions deal with pest control in rental housing.

One of the motivations of this bill is to establish consistent vocabulary in this area of law, so that if an identical term is used in different Code provisions, one can reasonably assume that the same legal rights and obligations adhere to the person being described by that term; whereas if different terms are used, one can safely assume that the legal rights and obligations in question differ in one or more respects.

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 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.



1 Reformulating the statutes in this area is a complex, important task, for at least  
2 three reasons. First, because hundreds of thousands of unlawful detainer (eviction)  
3 lawsuits are filed annually in California, these are among the most heavily-litigated  
4 statutes in the Codes, and are the source of caselaw that dates back to the state's  
5 founding. Second, because there are approximately six million renter households  
6 in the state, these statutes form the basis of millions of contracts. Third, these terms  
7 are also used in other areas of real property law that do not directly address rental  
8 housing. Consider, for example, the ability of two or more persons to hold title to  
9 property as "joint tenants" or "tenants in common." Accordingly, it is imperative  
10 that any changes in this area take into account the needs and settled expectations of  
11 property owners, renters, and the courts, all of whom rely on the law in this area.<sup>2</sup>

## 12 ESTABLISHMENT OF CONSISTENT TERMINOLOGY

13 The Commission's primary directive in this matter is to study whether  
14 establishing consistent terminology across California codes to describe parties to a  
15 residential real property rental agreement, while still preserving the legal  
16 distinctions between the terms currently used to refer to those parties, would be  
17 "prudent and practicable."<sup>3</sup> If so, AB 2503 directs the Commission to recommend  
18 the adoption of an implementing statutory scheme to the Legislature, and identify  
19 conforming revisions needed to the California Code of Regulations.<sup>4</sup>

20 To determine whether that establishment would be "prudent and practicable," the  
21 Commission first needed to study the existing terminology currently used in  
22 California codes to describe the identified parties.

## 23 FREQUENCY OF USE OF TERMS IN EXISTING CODE SECTIONS

24 The Commission reviewed the current terminology used in the California codes  
25 to refer to parties to a residential real property rental agreement, and as further  
26 described below, found that the codes primarily use five distinct terms to refer to  
27 these parties. Typically, a party that does not own but is entitled to either use or  
28 occupy residential real property is referred to as either a "tenant" or a "lessee."<sup>5</sup> A  
29 party who either owns or has been charged with managing a residential real property  
30 rental is typically referred to as either a "landlord," a "lessor," or an "owner." Of  
31 these five primary terms, the term "tenant" appears in provisions that address  
32 residential rental agreements far more than any of the other terms.

33 More specifically, the Commission noted the following usages:

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2. [Assembly Floor Analysis of AB 2503 \(May 20, 2022\)](#), p. 2.

3. See [2022 Cal. Stat. ch. 462, §1\(c\)\(1\)\(A\), \(d\)](#).

4. See [2022 Cal. Stat. ch. 462, §1\(d\)](#).

5. The Commission also identified several other terms that are used to refer to such a person, including "renter" (see, e.g., [Health & Safety Code § 78705](#)), "boarder" (see, e.g., [Civ. Code § 1940](#), [Pen. Code § 507](#)), "lodger" (see, e.g., [Civ. Code § 1861.5](#)), "resident" (see, e.g., [Civ. Code § 1946.8](#), [Health & Safety Code § 17980.6](#)), and "roomer" (see, e.g., [Gov't Code § 12927](#)).

- The term “tenant” is used in over 700 code sections, across 20 different codes.
- The term “lessee” is used in approximately 100 code sections.
- The term “owner” is used in approximately 300 code sections.
- The term “landlord” is used in approximately 220 sections.
- The term “lessor” is used in approximately 50 sections.

## INTENDED LEGAL MEANING OF CURRENTLY USED TERMS

AB 2503 specified that the establishment of consistent terminology must preserve legal distinctions between currently used terms.<sup>6</sup> Therefore, before considering any standardization of terms, the Commission needed to first identify the intended meaning of the terms currently used in existing codes.

As described below, however, the manner in which those terms are used in existing code sections made it difficult or impossible in most instances for the Commission to determine the precise intended meanings of the terms.

### Sporadic and Inconsistent Statutory Definitions

The Commission found that, in many instances, the codes use terms to refer to these parties without any statutory definition.<sup>7</sup>

Further, the definitions that do exist are often inconsistent or less than clear. For instance, the term “tenant” is defined in various ways, with each definition applying only to a small number of existing code sections. The statutory definitions of “tenant” include the following:

- “Tenant” means the owner or operator of a recreational vehicle who has occupied a lot in a park for more than 30 consecutive days.<sup>8</sup>
- “Tenant” means tenant, subtenant, lessee, or sublessee.<sup>9</sup>
- “Tenant” includes any paying guest, lessee, or sublessee of any premises for hire.<sup>10</sup>
- “Tenant” means any natural person who hires real property except any of the following:
  - (1) Tenants of commercial property, as defined in subdivision (c) of Section 1162 of the Civil Code.

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6. See [2022 Cal. Stat ch. 462, §1\(c\)\(1\)\(A\)](#).

7. For example, the Commission found no statutory definitions in the existing codes for the term “lessee” or “lessor” as either term was used in the context of a rental of residential real property.

8. See [Civ. Code § 799.32](#). This definition governs only the construction of [Chapter 2.6 \(commencing with Section 799.20\) of Title 2 of Part 2 of Division 2 of the Civil Code](#), relating to recreational vehicle park occupancy, a subject specifically called out for inclusion in this study.

9. See Civ. Code §§ [1941.5\(d\)\(5\)](#), [1941.6\(f\)\(4\)](#); [Code Civ. Proc. § 1161.3\(a\)\(7\)](#); and [Gov’t Code § 53165\(a\)\(6\)](#). This definition governs only the construction of these sections.

10. See [Civ. Code § 1980\(f\)](#). This definition governs only the construction of [Chapter 5 \(commencing with Section 1980\) of Title 5 of Part 4 of Division 3 of the Civil Code](#), relating to the disposition of personal property remaining on premises at termination of tenancy.

(2) Those persons whose occupancy is described in subdivision (b) of Section 1940 of the Civil Code.<sup>11</sup>

- “Tenant” means a tenant, subtenant, lessee, sublessee, or other person legally in possession or occupying the assisted housing development.<sup>12</sup>
- “Tenant” means a person lawfully residing in rental housing provided by or through an authority, including persons residing in leased housing.<sup>13</sup>
- “Tenant” means a person entitled by written or oral agreement, subtenancy approved by the owner, or sufferance, to occupy a unit to the exclusion of others.<sup>14</sup>
- “Tenant” includes a resident shareholder of a cooperative housing development.<sup>15</sup>
- “Tenant” means an occupant pursuant to a lease of ... a dwelling unit, other than an owner.<sup>16</sup>
- “Tenant” means an occupant pursuant to a lease or a rental agreement of ... a dwelling unit, other than an owner.<sup>17</sup>

In the remaining and substantial majority of code sections that refer to a “tenant,” the term is used without any clearly applicable statutory definition.<sup>18</sup>

The existing codes also provide a few definitions for the term “landlord,” which also differ:

- “Landlord” means an owner of residential rental property.<sup>19</sup>
- “Landlord” means an owner of residential rental property or the owner’s agent.<sup>20</sup>

11. See [Code Civ. Proc. § 1179.02\(h\)](#). This definition governs only the construction of [Chapter 5 \(commencing with Section 1179.01\)](#) of Title 3 of Part 3 of the [Code of Civil Procedure](#), the COVID Tenant Relief Act.

12. See [Gov’t Code § 65863\(a\)\(3\)](#). This definition governs only the construction of this section.

13. See [Health & Safety Code § 34213.5](#). This definition governs only the construction of [Chapter 1 \(commencing with Section 34200\)](#) of Part 2 of Division 24 of the [Health and Safety Code](#), relating to housing authority law in community developments.

14. See [Health & Safety Code § 50852\(h\)](#). This definition governs only the construction of [Chapter 14 \(commencing with Section 50850\)](#) of Part 2 of Division 31 of the [Health and Safety Code](#), relating to the Housing Preservation and Information Service.

15. See [Health & Safety Code § 51066](#). This definition governs only the construction of this section.

16. See [Sts. & Hy. Code § 36616](#). The application of this particular provision does not appear to be expressly stated in the relevant statute.

17. See [Sts. & Hy. Code § 36705\(m\)](#). This definition governs only the construction of Part 8 (commencing with Section 36700) of Division 18 of the Streets and Highways Code, relating to multifamily improvement districts.

18. While various dictionary definitions of the term “tenant” all refer to having some consensual right relating to the real property of another, the definitions sometimes diverge regarding whether the tenant’s right is one of possession, use, or occupancy, whether the right must be temporary, whether the right is held for a specified or agreed upon period of time, and whether contractual consideration is an element.

19. See Civ. Code §§ [1940.8.5](#), [1950.6](#). This definition governs only the construction of these sections.

20. See [Civ. Code § 1950.1](#). This definition governs only the construction of this section.

- 1 • “Landlord” means an owner of residential real property containing five or more  
2 dwelling units.<sup>21</sup>
- 3 • “Landlord” means an owner of residential rental property.<sup>22</sup>
- 4 • “Landlord” means any operator, keeper, lessor, or sublessor of any furnished or  
5 unfurnished premises for hire, or his or her agent or successor in interest.<sup>23</sup>

## 6 **Confusing Usage of Terms**

7 The Commission found that existing code sections frequently use two or more of  
8 these terms in combination with one another without indicating how, if at all, these  
9 terms differ. For example, many codes sections contain references to *both* a “tenant”  
10 and a “lessee,” without a definition of either term, and without any indication  
11 whether the two terms are intended to have the same or distinct meanings.<sup>24</sup>

12 The Commission also noted that some sequential code sections, addressing the  
13 same general subject matter, refer in the first of the two sections to either “tenant”  
14 or “lessee” without definition, and refer in the following section to the other term,  
15 again without definition. And in neither section does the context clarify whether the  
16 terms are intended to have the same or different meaning.<sup>25</sup>

17 Existing code sections do not specify precisely what relationship a person must  
18 have with a rental property to be characterized as a “tenant,” as opposed to a  
19 “renter,” a “resident,” or other term that refers to a person using or occupying the  
20 rental space.

21 Similar interpretation challenges arise based on the undefined use of the terms  
22 “landlord,” “lessor,” and “owner.” Based on common understanding, “lessor” might  
23 refer to a person contractually obligated and protected pursuant to a lease, and  
24 “owner” might refer to the person or entity holding title to the residential property.  
25 However, no such inference is possible relating to the undefined use of the term  
26 “landlord,” which may or may not include “lessors” or “owners.”

27 Further, these common understandings do not resolve whether any of these three  
28 terms would include a management company, or some other agent of a “lessor,”  
29 “owner,” or “landlord.”

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21. See [Civ. Code § 1954.06](#). This definition governs only the construction of this section.

22. See [Civ. Code § 1954.202](#). This definition governs only the construction of [Chapter 2.5 \(commencing with Section 1954.201\)](#) of Title 5 of Part 4 of Division 3 of the Civil Code, relating to provision of water service.

23. See [Civ. Code § 1980\(a\)](#). This definition governs only the construction of [Chapter 5 \(commencing with Section 1980\)](#) of Title 5 of Part 4 of Division 3 of the Civil Code, relating to the disposition of personal property remaining on premises at termination of tenancy.

24. See, e.g., Civ. Code §§ [846.2](#), [1940.5](#), [1942.4](#), [1942.6](#), [1954.05](#), and [4740](#); Gov’t Code §§ [7060.2](#), [7060.4](#), [7060.6](#), [37615.4](#), and [62207](#); Health and Safety Code §§ [17031.6](#), [25400.28](#), and [33436](#); and many others.

25. See, e.g., Civ. Code §§ [1942](#) and [1942.1](#), [1946](#) and [1946.1](#).

## 1                   TERMINOLOGY USED IN THE LAWS OF OTHER STATES

2       As indicated above, the Commission was also directed to include a study of  
3 terminology used in the laws of other states to refer to parties to a residential real  
4 party rental agreement.<sup>26</sup>

5       **Scope and Summary of Research**

6       In light of the impracticality of surveying all fifty states, the Commission focused  
7 on five: New York, Massachusetts, Illinois, Texas, and Florida. These states were  
8 chosen for their variety in population size<sup>27</sup> and percentage of renters.<sup>28</sup>

9       The Commission found that these five states' laws were similar to California law  
10 in their varying use of terms to identify parties to a residential real property rental  
11 agreement. More specifically, the most frequently used terms were "landlord" and  
12 "tenant," followed by "lessee," "lessor," and "owner." And, like California law,  
13 these states' laws also generally failed to define these terms, used inconsistent  
14 definitions across code sections, and used the terms seemingly interchangeably,  
15 without an apparent distinction in meaning. Further, in each state, the statutes  
16 relating to residential real property rental agreements were spread throughout  
17 multiple codes.

18       Below, this report provides a brief description of each of the five states' laws on  
19 residential real property rentals and identifies the terminology used to refer to the  
20 parties to a residential real property rental agreement.<sup>29</sup>

21       ***New York***

22       New York's residential real property rental laws are spread primarily across six  
23 codes: Real Property Law, General Obligations Law, Real Property Actions and  
24 Proceedings Law, Multiple Dwellings Law, Multiple Residence Law, and  
25 Environmental Conservation Law.

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26. See [2022 Cal. Stat. ch. 462, §1\(c\)\(2\)](#).

27. See [www.census.gov/data/tables/time-series/demo/popest/2020s-state-total.html#v2023](http://www.census.gov/data/tables/time-series/demo/popest/2020s-state-total.html#v2023). California is the most populous state, followed by Texas, Florida, and New York. Illinois is sixth, and Massachusetts is 16th most populous.

28. See [www.census.gov/housing/hvs/data/rates.html](http://www.census.gov/housing/hvs/data/rates.html). New York and California have the 48th and 49th lowest rates of homeownership respectively, at 54.2% and 55.3%. The homeownership rate in Massachusetts is 62.6%, in Texas 64.2%, in Florida 66.6%, and in Illinois 69.6%. The nationwide homeownership rate is 65.7%. See Press Release, United States Census Bureau, Quarterly Residential Vacancies and Homeownership, Fourth Quarter 2023 (January 30, 2024), available at [www.census.gov/housing/hvs/files/currenthvspress.pdf](http://www.census.gov/housing/hvs/files/currenthvspress.pdf).

29. Although each state uses different words to describe the organizations of their statutes, for ease of understanding the summary that follows, this report makes use of statutory terminology used in California. For example, California's statutes are divided into different subjects by "code," such as the Probate Code and Penal Code. New York, however, divides their subjects into "laws," as in Personal Property Law and Real Property Law.

1 New York’s Real Property Law is home to the bulk of sections establishing the  
2 legal rules for individuals renting and those providing housing. The following terms  
3 are used in this code without generally applicable definitions:<sup>30</sup>

- 4 • Landlord.<sup>31</sup>
- 5 • Chief landlord.<sup>32</sup>
- 6 • Owner.<sup>33</sup>
- 7 • Tenant.<sup>34</sup>
- 8 • Co-tenant.<sup>35</sup>
- 9 • Lessor.<sup>36</sup>
- 10 • Lessee.<sup>37</sup>
- 11 • Sublessee.<sup>38</sup>
- 12 • Holder of an under-lease.<sup>39</sup>
- 13 • Occupant other than the owner of any building of premises.<sup>40</sup>
- 14 • Person, firm, or corporation owning or managing any building used for dwelling  
15 purposes, or the agent of such person, firm or corporation.<sup>41</sup>

16 Terminology is used interchangeably throughout the Real Property Law. Sections  
17 frequently use the pairings “lessor or owner,”<sup>42</sup> “lessee or occupant,”<sup>43</sup> and “lessee  
18 or tenant.”<sup>44</sup> Unfortunately, none of these terms are defined. Nor are similar terms  
19 defined within General Obligations Law.<sup>45</sup>

20 The Commission also located a few definitions for the term “owner” in other New  
21 York codes relating to residential real property rental agreements. Two highly  
22 specialized code sections within Real Property Actions and Proceedings Law define  
23 “owner” broadly to include an “assignee of rents, receiver, executor, trustee, lessee,

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30. New York Real Property Law does define “manufactured home tenant,” “manufactured home owner,” and “manufactured home park owner or operator,” however. See N.Y. Real Prop. Law § 233 (a)(1)-(5). An unofficial version of New York Real Property Law can be found at The New York State Senate’s website, [www.nysenate.gov/legislation/laws/RPP](http://www.nysenate.gov/legislation/laws/RPP).

31. N.Y. Real Prop. Law §§ 220, 223-b, 224, 225, 226, 226-b, 226-c, 227-e, 227-f, 228, 229, 230, 231, 232, 232-a, 232-b, 232-c.

32. *Id.* § 226.

33. *Id.* §§ 223-b, 226-b, 227-a, 227-b, 227-c, 231.

34. *Id.* §§ 222, 223-b, 224, 225, 226-a-d, 227-e, 227-f, 228, 229, 230, 231, 232-a-c, 233, 233-a-b.

35. *Id.* § 227-c.

36. *Id.* §§ 223, 227-a, 227-b, 227-c.

37. *Id.* §§ 223, 226, 227, 227-a, 231.

38. *Id.* § 226-b.

39. *Id.* § 229.

40. *Id.* § 231.

41. *Id.* § 227-d.

42. E.g., see *id.* § 227-a.

43. *Id.* § 227.

44. *Id.* § 227-a.

45. N.Y. Gen. Oblig. Law §§ 5-905 and 7-105.



agent, or any other person, firm, or corporation, directly or indirectly in control of a dwelling ....”<sup>46</sup> Similarly, “owner” is also defined in several sections of New York’s Multiple Dwelling Law, Multiple Residence Law, and Environmental Conservation Law.<sup>47</sup>

The New York Legislature does not appear to be avoiding or eliminating use of the term “landlord” in the various laws. For instance, the Real Property Law sections referenced above that use the term “landlord” were revised on multiple occasions through 2024, and no change was made to the use of that term.<sup>48</sup>

### *Massachusetts*

Similar to New York, Massachusetts residential real property rental law is spread across multiple codes.<sup>49</sup> The bulk of the law is found in Chapter 186 (Estates for Years and at Will) of the Real and Personal Property and Domestic Relations code.<sup>50</sup> Within the chapter, the following terms are used:

- Tenants at sufferance.<sup>51</sup>
- Landlord.<sup>52</sup>
- Tenant.<sup>53</sup>
- Owner.<sup>54</sup>
- Lessor.<sup>55</sup>
- Occupant.<sup>56</sup>

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46. N.Y. Real Prop. Acts. Law § 781, “Special Proceedings by Tenants of Dwellings in the City of New York and the Counties of Nassau, Suffolk, Rockland and Westchester for Judgment Directing Deposit of Rents and the Use Thereof for the Purpose of Remedying Conditions Dangerous to Life, Health, or Safety”; § 796, “Special Proceedings by Tenants of Dwellings for Judgment Directing Deposit of Rents and the Use Thereof for the Purpose of Remedying Conditions Dangerous to Life, Health or Safety.”

47. E.g., see N.Y. Mult. Dwell. Law § 4(44) defining “owner” to mean “the owner or owners of the freehold of the premises or lesser estate therein, a mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee, agent, or any other person, firm or corporation, directly or indirectly in control of a dwelling.” The definition further clarifies the meaning for purposes of public nuisance law to reach individuals organized through a corporation or other form, as specified.

48. See note 33 *supra*. For example, New York Real Property Law Section 231 was originally codified in 1909 and was most recently amended in 2016. “Landlord” is used in the first paragraph, and the remainder of the section uses the term “owner” without explanation.

49. For example, residential real property issues are also addressed in the following chapters of Massachusetts General Laws: 239, Summary Process for Possession of Land; 40, Evictions; 111, Public Health, and 166A, Community Antenna Television Systems. An unofficial version of the General Laws of Massachusetts can be found at the 193rd General Court of the Commonwealth of Massachusetts website, <https://malegislature.gov/Laws/GeneralLaws>.

50. Mass. Gen. Laws Ann. ch. 186.

51. *Id.* § 3.

52. *Id.* §§ 7, 8, 11, 11A, 12, 13, 14, 15, 15B, 15F, 16-24, 31.

53. *Id.* §§ 3, 11, 11A, 12, 13, 13A, 15, 15A, 15B, 15E, 15F, 17-24, 26, 27, 29, 30, 31.

54. *Id.* §§ 13, 15E, 23, 24, 25, 26, 27, 29, 30.

55. *Id.* §§ 14, 15, 15B, 15C, 15D, 16, 19, 21, 30.

56. *Id.* §§ 14, 17, 21.

- Lessee.<sup>57</sup>
- Co-tenant.<sup>58</sup>
- Property owner.<sup>59</sup>

The chapter does not contain definitions that apply across the entire chapter, although some code sections provide definitions with limited application. For example, the term “landlord” is defined for one section specific to water consumption.<sup>60</sup> And, the section immediately following defines the term “owner” for purposes of tenant domestic violence.<sup>61</sup>

Similar to New York, the Commission found that Massachusetts law has not been consistently amended to eliminate or replace the term “landlord.” For instance, one section, which was originally enacted in 1969, uses the terms “lessor,” “lessee,” “landlord,” and “tenant” with no accompanying definitions.<sup>62</sup> This section was amended several times through 2004 to gradually — but not completely — replace “landlord” with “lessor.”<sup>63</sup> In 2022, a new section was added to the same chapter that predominately uses the term “landlord.”<sup>64</sup>

## *Illinois*

As with the laws of New York and Massachusetts, the Illinois statutes use varied terminology to refer to parties to a residential real property rental agreement. Residential real property rental laws are primarily, but not exclusively,<sup>65</sup> contained within a single chapter of the Illinois Compiled Statutes (Chapter 765 Property).<sup>66</sup> The following terms are used throughout:

57. *Id.* §§ 15, 15A, 15B, 15C, 15D, 15E, 16.

58. *Id.* §§ 23, 24, 26, 27, 29.

59. *Id.* § 30.

60. *Id.* § 22. “Landlord” is defined as “the owner, lessor or sublessor of a dwelling unit, the building of which it is a part, or the premises wherein a customer receives water service through metered measurement.”

61. *Id.* § 23. This section incorporates by reference a definition of “owner” from the state regulations (105 Mass. Code Regs. 410.010). “Owner” is defined as “every person who alone or severally with others: (1) Has legal title to any residence, or parcel of land, vacant or otherwise, including a manufactured housing community; (2) Has care, charge or control of any residence, or parcel of land, vacant or otherwise, including a manufactured housing community, in any capacity including, but not limited to, personal representative, agent, executor, executrix, administrator, administratrix, trustee or guardian of the estate of the holder of legal title; (3) is a mortgagee in possession of any such property; (4) Is an agent, trustee or other person appointed by the courts and vested with possession or control of any such property; or, (5) Is an officer or trustee of the association of unit owners of a condominium.”

62. Mass. Gen. Laws Ann. ch. 186, § 15B.

63. *Id.* See section credits.

64. *Id.* § 31.

65. As in California, however, laws related to residential rental property can be found throughout the state law, including for example, 5 Ill. Comp. Stat. Ann. 412/5-30, 310 Ill. Comp. Stat. Ann. 10/25, and 35 Ill. Comp. Stat. Ann. 200/22-15. An unofficial version of Illinois Compiled Statutes can be found at the Illinois General Assembly website, <https://www.ilga.gov/legislation/ilcs/ilcs.asp>.

66. 765 Ill. Comp. Stat. Ann. 5/0.01 - 1085/35.



- 1 • Landlord.<sup>67</sup>
- 2 • Tenant.<sup>68</sup>
- 3 • Lessor.<sup>69</sup>
- 4 • Lessee.<sup>70</sup>
- 5 • Occupant.<sup>71</sup>
- 6 • Owner.<sup>72</sup>
- 7 • Residential tenant.<sup>73</sup>
- 8 • Unit owner.<sup>74</sup>

9 Although all the relevant acts are largely contained within the same chapter, that  
10 chapter does not appear to contain a single set of definitions that applies throughout  
11 the chapter, nor does the chapter use consistent terminology. Many sections within  
12 a single act use either the pairs “landlord and tenant”<sup>75</sup> or “lessor and lessee.”<sup>76</sup>  
13 However, several sections use the terms “lessor,” “owner,” and/or “landlord” within  
14 a single code section, without clarifying the reason for using different terms.<sup>77</sup> Other  
15 acts, such as the Mobile Home Landlord and Tenant Rights Act<sup>78</sup> and the Rental  
16 Property Utility Service Act, are more self-contained, establishing definitions and  
17 using terms consistently.<sup>79</sup> Interestingly, however, the Mobile Home Landlord and  
18 Tenant Rights Act does not use the term “landlord” in its text.<sup>80</sup>

19 As in New York and Massachusetts, the Commission did not find any indication  
20 of a more recent effort to use consistent terminology or eliminate the term  
21 “landlord” (i.e., the date of enactment or amendment did not reflect different term  
22 usage).<sup>81</sup>

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67. 765 Ill. Comp. Stat. Ann. 705/0.01, 4, 15, 16, 20; 720/1; 735/1, 1.1, 1.2, 1.3, 1.4, 2, 2.1, 4, 5; 740/5; 742/5, 25; 750/10.

68. *Id.* 705/0.01, 4, 5, 16, 20; 720/1; 735/1, 1.1, 1.2, 1.3, 1.4, 2, 2.1, 2.2, 3, 4, 5; 740/5; 742/5, 15, 20, 30; 745/3, 4a, 6, 6.3, 6.4, 6.5, 6.6, 6.7, 7, 8, 8.5, 9, 9.5, 11, 12, 12a, 13, 14, 14-1, 15, 16, 18, 19, 21, 22, 23, 25; 750/10.

69. *Id.* 705/1, 10, 15; 710/1, 1.1; 715/1, 2; 730/2, 3, 5; 735/4, 5.

70. *Id.* 705/5, 10, 15; 710/1, 1.1, 1.2; 715/1, 2; 730/1, 2, 4, 5; 735/4.

71. *Id.* 705/5; 745/6.3, 6.6.

72. *Id.* 705/5, 15; 745/4a, 7, 9, 11.

73. *Id.* 735/2.1; 742/1.

74. *Id.* 740/5.

75. See, e.g., *id.* 705/4 and 720/1.

76. See, e.g., *id.* 705/10 and 710/1.1.

77. See, e.g., *id.* 705/5 and 705/15.

78. *Id.* 745/26.

79. *Id.* 735/1.1 (defining terms including “landlord” and “tenant” for the Rental Property and Utility Service Act).

80. The Act instead uses and defines the terms “park owner,” “tenant,” and “managing agent.” *Id.* 745/3 §§ 3(d), (e), and (i).

81. Compare, e.g., *id.* 730/, the Rent Concession Act, with *id.* 735/, the Rental Property Utility Service Act. These acts were both enacted the same year, 1925, and subsequently amended. One act uses the term

## 1 **Texas**

2 In Texas, the statutes governing residential real property rental agreements appear  
3 across over 25 codes, but are primarily found in two chapters of the state’s Property  
4 Code, Chapter 91: Provisions Generally Applicable to Landlords and Tenants<sup>82</sup> and  
5 Chapter 92: Residential Tenancies.<sup>83</sup> Texas’s entire Property Code was redrafted in  
6 1983 as part of the state’s ongoing statutory revision program, which endeavors to  
7 make the law more accessible and understandable without substantive change.<sup>84</sup>

8 As compared with New York, Massachusetts, and Illinois, Texas law uses fewer  
9 different terms to identify parties to a residential real property rental agreement, but  
10 Texas law does not have a single set of terms that are used consistently. Chapter 91  
11 of the Texas Property Code uses, but does not define, the following terms:

- 12 • Landlord.<sup>85</sup>
- 13 • Tenant.<sup>86</sup>
- 14 • Occupant.<sup>87</sup>
- 15 • Fee owner.<sup>88</sup>
- 16 • Intermediate lessor.<sup>89</sup>

17 Chapter 92 of the Texas Property Code establishes definitions that, unless  
18 otherwise specified, apply throughout, including:

- 19 • “Landlord” means the owner, lessor, or sublessor of a dwelling, but does not  
20 include a manager or agent of the landlord unless the manager or agent  
21 purports to be the owner, lessor, or sublessor in an oral or written lease.<sup>90</sup>

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“landlord,” while the other does not. See also *id.* 710/1, which was enacted in 1974, amended in 2024, and uses the terms “lessor” and “lessee” exclusively, while *id.* 705/20 was added in 2024 and uses only the terms “landlord” and “tenant.”

The Rent Concession Act was amended most recently in 1993 and does not use the term “landlord.” 765 Ill. Comp. Stat. Ann. 730/0.01 - 730/6. The Rental Property Utility Service Act was amended most recently in 2005 and does use that term. 765 Ill. Comp. Stat. Ann. 735/0.01 - 735/5.

82. Tex. Prop. Code Ann. §§ 91.001 - 91.006. This chapter applies to Chapters 92-94, Residential, Commercial, and Manufactured Home Tenancies. An unofficial version of Texas Constitution and Statutes can be found at the Texas Capitol website, <https://statutes.capitol.texas.gov/>.

83. *Id.* §§ 92.001 - 92.355.

84. *Id.* § 1.001. Further information on this process can be found at Texas Legislative Counsel’s website at <https://tlc.texas.gov/code-projects>.

85. *Id.* §§ 91.001, 91.003, 91.004, 91.005, 91.006.

86. *Id.* §§ 91.001, 91.003, 91.004, 91.005.

87. *Id.* § 91.003. This is the only section the Commission found that substantially departs from the use of “landlord” and “tenant” exclusively. This section was recodified in 1983 as part of the larger redrafting process and there are no historical or statutory notes in the annotations indicating why the divergent terms were preserved.

88. *Id.*

89. *Id.*

90. *Id.* § 92.001(2).

- “Tenant” means a person who is authorized by a lease to occupy a dwelling to the exclusion of others and, for the purposes of Subchapters D, E, and F, who is obligated under the lease to pay rent.<sup>91</sup>

Within the chapter, there are definitions of “landlord” that differ from the chapter-wide definition above, but have a more limited application.<sup>92</sup>

### **Florida**

Florida’s laws are much more consistent than the other states surveyed with respect to the terminology used to identify parties to a residential real property rental agreement. This consistency may be a result of the Florida Legislature’s enactment of the Florida Residential Landlord and Tenant Act in 1973,<sup>93</sup> which comprehensively revised prior residential real property rental law for clarity and usefulness.<sup>94</sup>

The Act’s provisions have since been updated and subsequent amendments continue to use consistent terminology.<sup>95</sup> In Florida, the statutes relating to residential real property rental agreements are now found primarily in two codes.<sup>96</sup> Each of those codes adheres to the definitions established within the relevant part.

Florida’s Residential Landlord and Tenant Act defines the following terms:

- “Landlord” means the owner or lessor of a dwelling unit.<sup>97</sup>
- “Tenant” means any person entitled to occupy a dwelling unit under a rental agreement.<sup>98</sup>

Florida’s Disposition of Personal Property Landlord and Tenant Act defines the following terms:

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91. *Id.* § 92.001(6).

92. For example, the subchapter relating to security devices defines “landlord” to mean a dwelling owner, lessor, sublessor, management company, or managing agent, including an on-site manager. *Id.* § 92.151. The subchapter relating to rental applications clarifies that “landlord” means a *prospective* landlord. *Id.* § 92.351. The chapter does not contain any additional definitions for the term “tenant.”

93. See Fla. Laws 1973, c.73-330 § 1.

94. R. Williams and P.B. Phillips, Jr., *The Florida Residential Landlord and Tenant Act*, 1 Fla. St. U. L. Rev. 555, 556 (1973), available at <https://ir.law.fsu.edu/cgi/viewcontent.cgi?article=1714&context=lr>. This article notes that Florida’s Residential Landlord and Tenant Act was based on the Uniform Law Commission’s original Uniform Residential Landlord and Tenant Act. “The purpose of the original act was to eliminate all elements of outmoded common law from the landlord-tenant relationship and base all phases of the rental agreement on contract law.” See [www.uniformlaws.org/committees/community-home?communitykey=e9cd20a1-b939-4265-9f1e-3a47a538d495](http://www.uniformlaws.org/committees/community-home?communitykey=e9cd20a1-b939-4265-9f1e-3a47a538d495).

95. See, e.g., Fla. Stat. § 83.43. This section was part of the original 1973 Act and has been amended seven times through 2023. An unofficial version of Florida statutes can be found at [www.leg.state.fl.us/Statutes/index.cfm?Mode=View%20Statutes&Submenu=1&Tab=statutes](http://www.leg.state.fl.us/Statutes/index.cfm?Mode=View%20Statutes&Submenu=1&Tab=statutes).

96. See also Fla. Stat. §§ 715.10 - 715.111, the Disposition of Personal Property Landlord and Tenant Act. Other codes, such as Public Health, also contain provisions related to the rental of residential real property. See, e.g., *id.* § 381.00895 related to “migrant labor camps” and “residential migrant housing.” The dominant terms in this section are “owner or operator” and “resident.”

97. Fla. Stat. § 83.43(8).

98. *Id.* § 83.43(16).

- 1 • “Landlord” means any operator, keeper, lessor, or sublessor of furnished or  
2 unfurnished premises for rent, or her or his agent or successor-in-interest.<sup>99</sup>
- 3 • “Owner” means any person other than the landlord who has any right, title, or  
4 interest in personal property.<sup>100</sup>
- 5 • “Tenant” includes any paying guest, lessee, or sublessee of any premises for  
6 rent, whether a dwelling unit or not.<sup>101</sup>

7 The term “owner” in this act refers not to the owner of the real property, but of  
8 personal property that was left behind at the premises after the tenant departed.<sup>102</sup>

## 9 CONCLUSION RELATING TO ESTABLISHMENT OF CONSISTENT TERMINOLOGY

10 California’s existing statutory law, as is the case in several other large states in  
11 the United States, uses multiple terms throughout its codes to refer to parties to  
12 residential real property rental agreements. In many cases, however, California law  
13 does not define or distinguish the intended meanings of these different terms. Until  
14 this issue is addressed by the Legislature, the Commission believes that any attempt  
15 to establish consistent terminology to identify these parties would contravene the  
16 bill’s mandate to preserve existing legal distinctions between the terms currently  
17 used to describe those parties.

18 As a result, the Commission concludes that establishment of consistent  
19 terminology at this time would be neither “prudent” nor “practicable,” and therefore  
20 does not recommend any implementing statutory scheme.<sup>103</sup> And, because the  
21 Commission has not recommended implementation of any new terminology, it has  
22 not addressed the effect that implementation might have on existing case law and  
23 contracts,<sup>104</sup> nor has it identified provisions of the California Code of Regulations  
24 that might have required amendment based on that implementation.<sup>105</sup>

## 25 STUDY OF CONTINUED USAGE OF TERMS 26 “LANDLORD” AND “TENANT”

27 As indicated above, independent of the establishment of consistent terminology  
28 to refer to parties to a residential real property rental agreement, AB 2503 also  
29 directs the Commission to study “whether the continued use of the terms ‘landlord’  
30 and ‘tenant,’ including related terms including ‘cotenant’ and ‘subtenant,’ is useful  
31 and appropriate.”<sup>106</sup> Further, if the Commission determines that continued use of the

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99. *Id.* § 715.102(1).

100. *Id.* § 715.102(2).

101. *Id.* § 715.102(5).

102. *Id.* § 715.101.

103. See [2022 Cal. Stat. ch. 462, §1\(c\)\(1\)\(A\), \(d\)\(1\)](#).

104. See [2022 Cal. Stat. ch. 462, §1\(c\)\(3\), \(c\)\(4\)](#).

105. See [2022 Cal. Stat. ch. 462, §1\(d\)\(2\)](#).

106. See [2022 Cal. Stat. ch. 462, §1\(c\)\(1\)\(B\)](#).

1 terms “landlord” and “tenant” is no longer useful and appropriate, the bill requires  
2 the Commission to suggest reasonably concise replacement terms.<sup>107</sup>

### 3 BASIS FOR POSSIBLE CONCERN WITH IDENTIFIED TERMS

4 While the text of AB 2503 does not identify any specific concern about the terms  
5 “landlord” and “tenant,” legislative analyses of the bill offer some insight:

6 Another motivation for this bill is to consider whether the terms “landlord” and  
7 “tenant” are outdated and ought to be replaced. The term “landlord” has its roots in  
8 the law of medieval England. The Merriam-Webster Dictionary states that its first  
9 known use dates from before the 12th Century. The term “tenant” dates from the  
10 14th Century in English, but its roots go back much further, to the Latin “tenēre”  
11 (“to hold”). These terms are tinged with certain class-based connotations.

12 As the author writes:

13 There are 160 years of California Code and case law surrounding the terms of  
14 “landlord” and “tenants.” The use of these terms dates back centuries. Over time,  
15 these terms have changed, are outdated, and could be considered offensive to some  
16 individuals.<sup>108</sup>

17 A subsequent legislative analysis expressed the following:

18 At the same time, the bill directs the CLRC to consider whether the terms  
19 “landlord” and “tenant” are outdated and ought to be replaced altogether. The word  
20 “landlord,” in particular, apparently derives from medieval England and has a  
21 feudal ring to it.<sup>109</sup>

22 The terms “landlord” and “tenant”<sup>110</sup> have been a part of California statutory law  
23 for more than 150 years.<sup>111</sup> Against that backdrop, the Commission explored  
24 rationales for both continuing and discontinuing use of these terms in California  
25 codes at this time.

### 26 RATIONALES FOR CONTINUING USE OF “LANDLORD” AND “TENANT”

27 The Commission identified several considerations that support continued usage  
28 of these terms. Each of these considerations is discussed briefly below.

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107. See [2022 Cal. Stat. ch. 462, §1\(c\)\(1\)\(C\)](#).

108. [Assembly Committee on Judiciary Analysis of AB 2503 \(April 29, 2022\)](#), p. 5.

109. [Senate Judiciary Committee Analysis of AB 2503 \(June 17, 2022\)](#), p. 4.

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

111. 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](#).

1 **Extensive Use in Existing California Law**

2 The terms “landlord” and “tenant” are currently used extensively throughout  
3 California codes,<sup>112</sup> as well as in many reported California appellate decisions.<sup>113</sup>  
4 The continued use of these terms in California codes would preserve the familiarity  
5 and the common general understanding of these terms that has developed over time  
6 for legal practitioners.

7 In addition to the extensive use of these terms in the law, the self-help literature  
8 relating to rental housing in California, generally paralleling the language of code  
9 sections, also predominantly uses these same terms.<sup>114</sup> The continued use of these  
10 terms would therefore preserve that same familiarity and common understanding  
11 for laypersons, who often rely on self-help in this area due to the considerable cost  
12 of legal representation.

13 **Widespread Use in Law Throughout United States**

14 The terms “landlord” and “tenant” are regularly used in the codes of all 50 states,  
15 the District of Columbia, and federal statutes.<sup>115</sup> The terms are also used in the  
16 revised Residential Landlord and Tenant Act,<sup>116</sup> adopted by the National Conference  
17 of Commissioners on Uniform State Laws<sup>117</sup> in 2015.<sup>118</sup>

18 Continued use of the terms in California law would therefore preserve this same  
19 familiarity and common understanding for persons who move to California from  
20 elsewhere in the United States and seek rental housing.<sup>119</sup>

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112. As indicated herein, the term “tenant” currently appears in more than 700 California code sections, and the term “landlord” in approximately 220.

113. Since January 1, 2000, 904 published California appellate opinions include at least one reference to either the term “tenant” or the term “landlord,” based on a search for the terms in a comprehensive online legal database. See <https://1.next.westlaw.com>.

114. See, e.g., California Tenants: A Guide to Residential Tenants’ and Landlords’ Rights and Responsibilities, CALIFORNIA DEPARTMENT OF REAL ESTATE, *available at* [www.courts.ca.gov/documents/California-Tenants-Guide.pdf](http://www.courts.ca.gov/documents/California-Tenants-Guide.pdf); <https://store.nolo.com/products/landlord-tenant>; [www.disabilityrightsca.org/publications/disability-rights-california-self-help-guide-for-tenants-facing-eviction](http://www.disabilityrightsca.org/publications/disability-rights-california-self-help-guide-for-tenants-facing-eviction); <https://selfhelp.courts.ca.gov/eviction-and-housing>.

115. This statement summarizes search results from a comprehensive online legal database. See <https://1.next.westlaw.com>.

116. See [www.uniformlaws.org/committees/community-home?CommunityKey=e9cd20a1-b939-4265-9fle-3a47a538d495](http://www.uniformlaws.org/committees/community-home?CommunityKey=e9cd20a1-b939-4265-9fle-3a47a538d495).

117. 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>.

118. The Commission 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.

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

### **Impracticality of Modifying Existing Terms**

In some instances, a problematic aspect of a term can 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 have precisely the same meaning as the replaced term.

Unfortunately, the Commission has not identified any such feasible linguistic modification for either the term “landlord” or “tenant.” Discontinuing the use of these terms would therefore require replacement with an entirely different term. However, introducing an entirely different substitute term could create possible confusion about the meaning of the new term, particularly among laypersons.

Wholesale 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 reconcile the content of these documents with revised statutory law.

### **Confusion Based on Replacement with Terms Already in Use**

As previously discussed, some possible replacement terms for “landlord” and “tenant” — e.g., “owner,” “lessor,” “lessee” — are already used in many California code sections, but often without accompanying definition.<sup>120</sup> Another such term occasionally suggested as a possible replacement term for “landlord” is “housing provider,” a term that is also used in several existing California code sections without definition.<sup>121</sup>

However, as noted above, the absence of definitions for all these terms leaves open the possibility that different terms were intended to have different meanings. A global replacement of either “landlord” or “tenant” with an undefined term already in use would compound that problem.

### **RATIONALES FOR DISCONTINUING USE OF “LANDLORD” AND “TENANT”**

The Commission has not identified rationales of similar weight that would support discontinuing use of the terms “landlord” and “tenant” at this time.

### **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. 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.”

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<sup>120</sup> See discussion of “Sporadic and Inconsistent Statutory Definitions,” *supra*, at p. 4.

<sup>121</sup> 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](#).



## 1 Problematic Derivation of Terms

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

5 The bulk of this concern focuses on the derivation of the term “landlord.” On its  
6 face, the term “landlord” is both gendered and reflects classist social hierarchies.  
7 The Commission’ has not identified any articulated basis for discontinuing use of  
8 the term “tenant,” aside from its ancient origin and customary pairing with the word  
9 “landlord.”

10 The Commission has also located published material expressing concerns about  
11 the term “landlord.” For example, an online article from a real estate agent published  
12 on the website of the Apartment Owners Association of California, Inc., suggested  
13 that a “derogatory association” with the term was having a discriminatory impact  
14 on California landlords.<sup>122</sup> Other relatively recent online entries have reflected  
15 similar sentiments about the term.<sup>123</sup>

## 16 Legislation in Other States

17 As indicated previously, the terms “landlord” and “tenant” are used throughout  
18 all 50 states, as well as the District of Columbia.<sup>124</sup> Nevertheless, in 2021, what  
19 appears to have been “first of its kind” proposed legislation<sup>125</sup> was introduced in  
20 Ohio, which if enacted, would have changed use of the word “landlord” in Ohio  
21 state law to “housing provider,” and the word “tenant” to “resident.”<sup>126</sup>

22 However, the bill did not make it past its first committee assignment. And the only  
23 analysis of the bill the Commission was able to locate simply describes the statutory  
24 revisions the bill would make, without addressing rationale or policy  
25 considerations.<sup>127</sup>

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

123. 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>.

124. See discussion of “Widespread Use in Law Throughout United States,” *supra*, at p. 16.

125. 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-villains/7476076002/>.

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

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



1 CONCLUSION RELATING TO CONTINUED USAGE OF “LANDLORD” AND “TENANT”

2 If California statutes describing providers or consumers of rental housing were  
3 being drafted for the first time, a strong argument could be made for use of a more  
4 descriptive and less archaic term than “landlord” (and perhaps, to a lesser extent,  
5 than “tenant”).

6 However, given the long-established and widespread use of these terms in  
7 California law, self-help literature, and the laws in the rest of the country, as well as  
8 the practical implications of discontinuation, the Commission concludes that  
9 continued usage of these terms, including related terms, is “useful and  
10 appropriate,”<sup>128</sup> and therefore does not recommend any replacement terms at this  
11 time.<sup>129</sup>

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128. See note 106, *supra*.

129. See note 107, *supra*.