



**2022
Real Estate
Legal Update**

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New Cases

- *Fisher v. Money Gram International, Inc.* (1st App.#A158168): Illegible font rendered an arbitration agreement unconscionable.
- *Pillar Project AG v. Payward Ventures, Inc.* (1st App.#A160731): Non-signatory to an arbitration agreement is not bound to arbitrate.
- *Coral Farms, L.P. v. Mahony* (4th App.#G058909): Plaintiff's dissatisfaction with results of contract does not give it a right to reform.
- *Salisbury v. City of Santa Monica* (9th Cir. #20-55039): FHAA does not require landlord's accommodation of an unauthorized squatter.



New Cases (cont.)

- *Alliance for Responsible Planning v. Taylor* (3rd App. #C085712): Development project approval may not be conditioned on unrelated road improvements.
- *Gonzalez v. Mathis* (2nd App. #S247677): Landowner not liable to independent contractor for injuries due to known and unavoidable hazard.
- *Kahn v. Price* (1st App. #A159563): Tree obstructing a view deemed a nuisance (S.F. View Ordinance).
- *Thurston v. Omni Hotels* (4th App. #E974098): Unruh claim on inaccessible website must show plaintiff's use of defendant's products.



New Cases (cont.)

- *Huy Fong Foods, Inc. v. Underwood Ranches, L.P.* (2nd App #B303096): Affirmed fraud where a party concealed its intention to terminate a contract but made representations to the contrary.
- *Smith v. BP Lubricants USA, Inc.* (4th App #E073174): Business not liable under Unruh Act for racist comments made during a product presentation.
- *C.L. v. Del Amo Hospital, Inc.* (9th App #19-56074): The ADA does not require formal certification for a service dog.



New Cases (cont.)

- *Caballero v. Premier Care Simi Valley, LLC* (2d. App. #B059801) A party's proficiency in English may not bar enforcement of an arbitration agreement.
- *Sellers v. JustAnswer, LLC* (4th App. #D077868) Textual notices does not alert customers to arbitration agreement through hyperlink.
- *Protect Our Neighborhood Ass'n v. City of Palm Springs* (4th App. #E074233) City ordinances authorizing short-term rentals not invalid due to zoning law conflict.
- *Elmassian v. Flores* (Los Angeles Sup. Ct. #BV033271) Domestic violence may be a defense to an eviction.




New Cases (cont.)

- *Grondal v. United States* (9th Cir. #20-35694) Master lease fails to protect sub-leasees' interests upon expiration of lease.
- *North American Title Co. v. Gugasyan* (2d. App. 3B303753) Notary not liable for negligence based on reliance of fraudulent driver's license.
- *Bacoka v. Best Buy Stores, LP* (2d. App. #B306900) Retailer not liable for damages to property caused by independent contractor.
- *Johnson v. Little Rock Ranch, LLC* (5th App. F078173) Property owners liable for latches for failing to timely assert claim for land outside their fence line.




New Laws

- **AB 790:** Clarifies that relief under the Consumer Legal Remedies Act (CLRA) is available for seniors who have fallen victim to predatory Property Assessed Clean Energy (PACE) assessments via home solicitations.
- **SB 263:** An implicit bias component must be in the pre-licensing courses of both: Real Estate Practice and Legal Aspects of Real Estate. For license renewals, a 2-hour implicit bias course is now added to the mandatory 45-hour requirements.
- **AB 948:** Requires that every contract for the sale of real property contain a notice stating that any appraisal of the property is required to be unbiased, objective, and not influenced by improper or illegal considerations.




New Laws (cont.)

- **AB 1466:** Requires real estate agents, who have knowledge of possible unlawfully restrictive covenants must notify the owner/buyer the ability to have it removed through the Restrictive Covenant Modification process.
- **SB 10:** Creates a process for local governments to streamlined zoning process (CEQA) for new multi-unit housing near transit, with up to 10 units per parcel.
- **SB 9:** This law requires ministerial approval of a housing development of no more than two units in a single-family zone, and the subdivision of a parcel zoned for residential use into two parcels, or both.



New Laws (cont.)

- **AB 491:** In mixed income multifamily structures, all occupants must have equal access to common entrances, areas and amenities as the occupants of market-rate housing units.
- **AB 468:** Imposes restrictions on how health care practitioners may provide documentation relating to Emotional Support Animals (ESA).
- **AB 832:** Beginning November 1, 2021 landlords could demand the full amount of rent in a special 3-day notice (COVID) but are required to apply for emergency rental assistance as a condition of filing an unlawful detainer.



New Laws (cont.)

- **SB 60:** Creates a new fine violation structure (\$1,500-5,000) specifically for short term rentals when short-term rentals are threats to public health and safety.
- **AB 830:** A real estate licensee who legally changes their surname in which their license was originally issued may continue to utilize their former surname for the purpose of conducting business associated with their license so long as both names are filed with DRE.
- **SB 315:** Extended until 2032, the revocable transfer on death deed (RTOD deed) law which allows a homeowner to transfer to a named beneficiary 1-4 residential unit property upon the owner's death without a probate proceeding.



New Laws (cont.)

- **AB 948:** Bias training added for all appraisers
- **SB 484:** Property owner cannot hire property inspector to do work except for sewer laterals if certified.
- **SB 392:** Owners can insist on electronic delivery by HOAs.




The New C.A.R. Form: RPA

The image shows a screenshot of the new California Association of Realtors (C.A.R.) Residential Purchase Agreement (RPA) form. The form includes various sections for buyer and seller information, property details, and a table for contingencies. The table has columns for 'Contingency', 'Description', and 'Action'. The form is titled 'CALIFORNIA ASSOCIATION OF REALTORS® RESIDENTIAL PURCHASE AGREEMENT' and 'FORM RPA 1.0 (2022)'.




Major Points in the New RPA

- 3.E(3) Occupancy Type: Primary, Secondary, Investment
- 3.H(1-3) Verification of Cash, Down Payment, Closing Costs and Loan Status
- 3.K/23 Assignment Request
- 3.L Contingencies: Loan, Appraisal, Investigation, Seller Disclosures, Preliminary Title Report, HOA Docs., Leased/Liened Items, Sale of Buyer's Property
- 3.M. Possession: COE + 29/30, Tenant in Possession (TOPA)

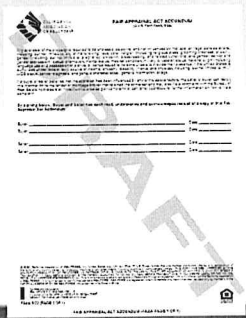



Major Points in the New RPA (cont.)

- 3.N(4) Seller Installation: Smoke Alarm, CO Detector, Water Heater Bracing
- 5.C(3) Buyer Loan Status
- 11.C./D. Home Fire Hardening and Defensible Space
- 11.G. Termination Rights (Statutory Disclosures)
- 25.I. Counting Days: Scheduled and Performance Days
- 25.K. Delivery/Deliver



Fair Appraisal Act Addendum (FAAA)

Lease/Rental Mold Ventilation Addendum (LRM)


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Mold Booklet

Information on Dampness and Mold for Renters in California

Main points:

- Living in damp or moldy buildings increases the chances of respiratory problems like asthma.
- The most common signs and symptoms include water damage, damp surfaces, or moldy walls.
- Dampness is needed for mold to grow, so if you control the dampness, you control the mold.
- Dampness or mold infestations may make housing substandard, per the California Health & Safety Code.



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Questions & Answers

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