



July 23, 2025

Hon. Patricia Guerrero, Chief Justice,
and Hon. Associate Justices
Supreme Court of the State of California
350 McAllister Street
San Francisco, California 94102

Re: Request for Depublication
Eshagian v. Cepeda
Civ. No. B340941

Honorable Chief Justice and Associate Justices:

The California Rental Housing Association (hereinafter referred to as "CalRHA") urges depublication of the above referenced decision of the Court of Appeal.

CalRHA is the state's leading voice for rental housing providers. It represents the interests of approximately 15,000 owners and managers of rental housing across the state. CalRHA estimates that the majority of its members are small housing providers who own 10 units or less.

With regard to the Appellate Court's decision, that the "three-day notice in this case was deficient ... the notice did not state when the notice period commenced or ended." This ruling ignores the plain meaning and language of Section 1161(2), which the court recognized "requires that the three-day-notice be in writing, state the amount of rent due, and include specified information regarding how the rent may be paid."

The code requires that the notice be "in writing, requiring its payment, stating the amount that is due, the name, telephone number, and address of the person to whom the rent payment shall be made, and, if payment may be made personally, the usual days and hours that person will be

available to receive the payment.” *Cal. Civ. Proc. Code* § 1161. The statute does not require the notice to state when the notice period commenced or ended.

Inasmuch as remedy of unlawful detainer is purely statutory in nature, party seeking it must bring himself clearly within statute. *De La Vara v. Municipal Court of Los Angeles Judicial Dist.* (App. 2 Dist. 1979) 159 Cal.Rptr. 648, 98 Cal.App.3d 638.

This section and §§ 1167, 1176, 1179a providing for summary remedy of unlawful detainer action are to be strictly construed. *Briggs v. Electronic Memories & Magnetics Corp.* (App. 2 Dist. 1975) 126 Cal.Rptr. 34, 53 Cal.App.3d 900.

Generally, in order to take advantage of the summary remedy of unlawful detainer, the landlord must demonstrate strict compliance with the statutory notice requirements, including providing the tenant with three days written notice to pay rent or quit the premises. *Borsuk v. Appellate Division of Superior Court* (App. 2 Dist. 2015) 195 Cal.Rptr.3d 581, 242 Cal.App.4th 607.

The landlord in this case failed to satisfy the requirements of Section 1161 in a number of ways and CalRHA has no quarrel with the overall ruling. But, the appellate court went out of its way to create new requirements for the legitimacy of three-day notices that go beyond the statutory requirements and puts thousands of cases at risk even though the owners in those cases strictly followed the dictates of Section 1161.

Allowing this case to remain published essentially renders the code meaningless and allows future courts to expand notice requirements beyond the statutory language set forth in code section.

""To determine legislative intent, a court begins with the words of a statute, because they generally provide the most reliable indicator of legislative intent.' [Citation.] If it is clear and unambiguous our inquiry ends. There is no need for judicial construction and a court may not indulge in it. [Citation.] 'If there is no ambiguity in the language, we presume the Legislature meant what it said, and the plain meaning of the statute governs.' " *Diamond Multimedia Systems, Inc. v. Superior Court* (1999) 19 Cal. 4th 1036, 1047 [80 Cal. Rptr. 2d 828, 968 P.2d 539].)

We believe that the Opinion in this case creates requirements that the legislature chose not to include in its statutory scheme. This act is beyond the scope of the courts and will have far-reaching effects when it becomes unclear what notice requirements will be applied to owners seeking to enforce their rental agreements.

On that basis, it is respectfully requested that the opinion in *Eshagian v. Cepeda* be decertified for publication, preventing it from being cited as binding precedent. Depublication is appropriate to avoid unintended disruption to unlawful detainer law and procedure, preserve legislative intent, and protect the interests of rental property housing providers and residents alike.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Adam Pearce". The signature is fluid and cursive, with the first name "Adam" and last name "Pearce" clearly distinguishable.

Adam Pearce
President
California Rental Housing Association