


**2022  
Real Estate  
Legal Update**

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**New Cases**

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




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**New Cases (cont.)**

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




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**New Cases (cont.)**

- **Huy Fong Foods, Inc. v. Underwood Ranches, L.P.** (2<sup>nd</sup> 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.** (4<sup>th</sup> App #E073174): Business not liable under Unruh Act for racist comments made during a product presentation.
- **C.L. v. Del Amo Hospital, Inc.** (9<sup>th</sup> App #19-56074): The ADA does not require formal certification for a service dog.




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**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** (4<sup>th</sup> App. #D077868) Textual notices does not alert customers to arbitration agreement through hyperlink.
- **Protect Our Neighborhood Ass'n v. City of Palm Springs** (4<sup>th</sup> 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.




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**New Cases (cont.)**

- **Gronal v. United States** (9<sup>th</sup> 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** (5<sup>th</sup> App. F078173) Property owners liable for latches for failing to timely assert claim for land outside their fence line.




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### 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.




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### 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.




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### 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.




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### 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.




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### 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.




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### The New C.A.R. Form: RPA

The image shows the front page of the California Residential Purchase Agreement and Joint Escrow Instructions form, dated 04/01/2022. It includes sections for 'DATE OF AGREEMENT', 'BUYER INFORMATION', 'SELLER INFORMATION', 'PROPERTY INFORMATION', and 'AGREEMENT INFORMATION'. A table at the bottom lists various addenda and their descriptions.

Addendum	Description	Initials	Date
1	Buyer's Request for Information		
2	Buyer's Request for Information		
3	Buyer's Request for Information		
4	Buyer's Request for Information		
5	Buyer's Request for Information		
6	Buyer's Request for Information		
7	Buyer's Request for Information		
8	Buyer's Request for Information		
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50	Buyer's Request for Information		




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### 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)




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### 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




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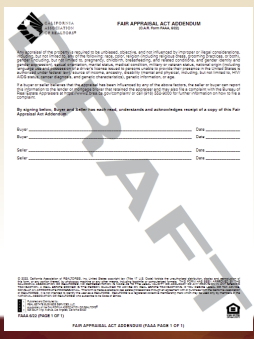

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### Fair Appraisal Act Addendum (FAAA)


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