

AMENDED IN ASSEMBLY MARCH 19, 2026

CALIFORNIA LEGISLATURE—2025–26 REGULAR SESSION

ASSEMBLY BILL

No. 1903

Introduced by Assembly Member Wicks

(Principal coauthor: Senator Becker)

(Coauthors: Assembly Members Harabedian, Irwin, Schultz, and Ward)

February 12, 2026

An act to amend ~~Section 900 of~~ Sections 910, 929, 930, 942, 944, 5980, and 6150 of, to add Sections 942.1, 942.2, 945.1, 945.2, and 945.3 of, to add Chapter 4.5 (commencing with Section 939) to Title 7 of Part 2 of Division 2 of, and to repeal Section 926 of, the Civil Code, relating to construction defects.

LEGISLATIVE COUNSEL'S DIGEST

AB 1903, as amended, Wicks. Construction defects.

Existing law specifies the rights and requirements of a homeowner to bring an action for construction defects, including applicable standards for home construction, the statute of limitations, the burden of proof, the damages recoverable, ~~a detailed prelitigation procedure, and the obligations of the builder and homeowner. Existing law requires a builder, for fit and finish items, to provide a home buyer with a minimum one-year express written limited warranty covering the fit and finish of specified building components. and detailed prelitigation procedures.~~

This bill would ~~make nonsubstantive changes to the provision requiring a builder to provide a warranty for specified building components. establish an alternative process for certified buildings, as established by the bill. The bill would authorize a builder to obtain a~~

certified building status for a building by undergoing private inspection, repairs, and reinspection during construction and would require the inspector to be a private licensed architect, engineer, or general contractor, as specified. The bill would prohibit future challenges to the status of the building as a certified building once certified. The bill would authorize the builder of a certified building to establish its own process for handling postconstruction claims. The bill would specify that a builder has a complete and unrestricted right to inspect and repair a certified building at times mutually agreed upon by the builder and claimant and within timeframes established by the builder. If a claimant refuses the offer of repair or prevents, restricts, delays, or frustrates access for more than 7 days from the mutually agreed upon day, the bill would deem the builder to have received a release.

Existing law requires a person claiming that the construction of their residence violates standards of construction, as specified, to provide a written notice of the claim to the builder that, among other things, describes the claimed violation in reasonable detail sufficient to determine the nature and location of the claimed violation. Existing law authorizes that written notice to be provided by the claimant's legal representative.

This bill would require additional information to be included in the notice, including, at a minimum, a description of the observable evidence of the damage believed to result from a violation, copies of any reasonably available photographs, estimates or reports relating to the damage, and the room within the home or unit in which that evidence may be found. The bill, in case of a group of homeowners or a homeowner's association, would require the notice to be signed by each affected homeowner and for claims involving common areas, to be verified by the president of the association.

Existing law prohibits a builder from obtaining a release or waiver in exchange for repair work mandated by law, as specified, and authorizes a claimant, at the conclusion of the repair, to file an action for violation of the applicable standard or for a claim of inadequate repair.

This bill would repeal that provision.

Existing law authorizes the builder to make a cash offer and no repair, and authorizes the builder to obtain a reasonable release in exchange for the cash payment.

This bill would instead authorize the builder to obtain a release related to the claims asserted in the above-described notice in exchange

for either a cash payment or repair, including a full and general release, as specified.

Existing law specifies that the prelitigation procedures are to be strictly construed, and that, if the claimant does not conform with the requirements, the builder may bring a motion to stay any subsequent court action or other proceeding until the requirements are met.

This bill would instead authorize the builder to bring a motion to dismiss any court action or other proceeding and would require the court to grant the motion.

Existing law specifies that to make a claim for violation of construction standards applicable to construction defect claims, a homeowner need only demonstrate that the home does not meet the applicable standard, and that no further showing of causation or damages is required to meet the burden of proof, provided that the violation arises out of, pertains to, or is related to, the original construction.

This bill would instead require a claimant to affirmatively demonstrate that there is a violation of the applicable standard, that the violation caused appreciable, nonspeculative, present physical damage to another component part of the building, and that the violation is caused by the original construction. The bill would specify that only specified construction defect provisions in the Civil Code are the exclusive remedy for any claim or action seeking recovery of damages arising out of residential construction, design specifications, surveying, planning, supervision, testing, or observation of construction. The bill would prohibit an insurer from asserting repairs as a voluntary payment or as a payment made without the insurer's consent, or deny counting the costs associated with those repairs.

Existing law authorizes a homeowner to recover reasonable investigative costs for each established violation.

This bill would delete that provision, and would prohibit the recovery of investigative costs. The bill would prohibit an action from being filed unless the conditions for filing an action have been met for each claimed violation. The bill would prohibit a claim for damages based on extrapolation of claims, and would limit testing of the components of the structure, as specified.

Existing law, the Davis-Stirling Common Interest Development Act, governs the management and operation of common interest developments, and requires an association to manage a common interest development. Existing law authorizes a common interest development

association to institute, defend, settle, or intervene in litigation, arbitration, mediation, or administrative proceedings in matters pertaining to damage to a separate interest that the association is obligated to repair or that arises out of, or is integrally related to, damage to a separate interest that the association is obligated to maintain or repair.

This bill would exclude construction defect claims from that authorization to pursue claims for damage to separate interests.

Existing law requires the board of directors of an association, within 30 days before filing a civil action against the developer of a common interest development for certain damages, to provide a written notice to each member of the association.

This bill would require the notice to also include a statement, in 12-point bold type, that states, among other things, that the filing of a civil action may affect the value of the residence and the ability to sell the residence or refinance a mortgage. The bill would also require the board to provide a courtesy copy of each notice to each member to the builder, as defined. The bill would state that an association and its officers and directors shall not be liable for breach of fiduciary duty for not filing a claim or action, as specified.

Vote: majority. Appropriation: no. Fiscal committee: ~~no~~-yes.
State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. Section 910 of the Civil Code is amended to read:
2 910. Prior to filing an action against any party alleged to have
3 contributed to a violation of the standards set forth in Chapter 2
4 (commencing with Section 896), the claimant shall initiate the
5 following prelitigation procedures:
6 (a) The claimant or ~~his or her~~ *their* legal representative shall
7 provide a written notice via certified mail, overnight mail, or
8 personal delivery to the builder, in the manner prescribed in this
9 section, of the claimant’s claim that the construction of ~~his or her~~
10 *their* residence violates any of the standards set forth in Chapter
11 2 (commencing with Section 896). ~~That~~ *The notice shall be signed*
12 *by the claimant and* provide the claimant’s name, address, and
13 preferred method of contact, and shall state that the claimant alleges
14 a violation pursuant to this ~~part~~ *title* against the builder, and shall
15 describe the ~~claim~~ *claimed violation* in reasonable detail sufficient

1 to determine the nature and location, to the extent known, of the
2 ~~claimed violation.~~ *violation and the observable evidence of the*
3 *claimed violation. The notice shall include the address of the home,*
4 *a description of the observable evidence of the damage believed*
5 *to result from a violation, copies of any reasonably available*
6 *photographs, estimates, or reports relating to the damage to the*
7 *extent they exist at the time the notice is provided, and the room*
8 *within the home or unit in which that evidence may be found. In*
9 *the case of a group of homeowners or an association, the notice*
10 ~~may identify the claimants solely by address or other description~~
11 ~~sufficient to apprise the builder of the locations of the subject~~
12 ~~residences. That document shall be signed by each affected~~
13 ~~homeowner and shall include the same information required for~~
14 ~~an individual notice. For claims involving common areas, the~~
15 ~~notice shall be verified by the president of the association, and~~
16 ~~shall include the same information for an individual notice. The~~
17 ~~notice shall have the same force and effect as a notice of~~
18 commencement of a legal proceeding.

19 (b) The notice requirements of this section do not preclude a
20 homeowner from seeking redress through any applicable normal
21 customer service procedure as set forth in any contractual,
22 warranty, or other builder-generated document; and, if a
23 homeowner seeks to do so, that request shall not satisfy the notice
24 requirements of this section.

25 *SEC. 2. Section 926 of the Civil Code is repealed.*

26 ~~926. The builder may not obtain a release or waiver of any~~
27 ~~kind in exchange for the repair work mandated by this chapter. At~~
28 ~~the conclusion of the repair, the claimant may proceed with filing~~
29 ~~an action for violation of the applicable standard or for a claim of~~
30 ~~inadequate repair, or both, including all applicable damages~~
31 ~~available under Section 944.~~

32 *SEC. 3. Section 929 of the Civil Code is amended to read:*

33 929. (a) Nothing in this chapter prohibits the builder from
34 making only a cash offer and no repair. In this situation, the
35 homeowner is free to accept the offer, ~~or he or she~~ *the homeowner*
36 may reject the offer and proceed with the filing of an action. If the
37 latter occurs, the standards of the other chapters of this title shall
38 continue to apply to the action.

39 (b) ~~The builder may obtain a reasonable release in exchange for~~
40 ~~the cash payment. The builder may negotiate the terms and~~

1 ~~conditions of any reasonable release in terms of scope and~~
 2 ~~consideration in conjunction with a cash payment under this~~
 3 ~~chapter. release related to the claims asserted in the written notice~~
 4 ~~pursuant to Section 910 in exchange for either a cash payment or~~
 5 ~~repair, including a full and general release, including a waiver of~~
 6 ~~Section 1542. The builder may negotiate the terms and conditions~~
 7 ~~of a release obtained under this chapter.~~

8 *SEC. 4. Section 930 of the Civil Code is amended to read:*

9 930. (a) The time periods and all other requirements in this
 10 chapter are to be strictly construed, and, unless extended by the
 11 mutual agreement of the parties in accordance with this chapter,
 12 shall govern the rights and obligations under this title. If a builder
 13 fails to act in accordance with this section within the timeframes
 14 mandated, unless extended by the mutual agreement of the parties
 15 as evidenced by a postclaim written confirmation by the affected
 16 homeowner demonstrating that ~~he or she has~~ *they have* knowingly
 17 and voluntarily extended the statutory timeframe, the claimant
 18 may proceed with filing an action. If this occurs, the standards of
 19 the other chapters of this title shall continue to apply to the action.

20 (b) If the claimant does not conform with the requirements of
 21 this chapter, the builder may bring a motion to ~~stay any subsequent~~
 22 ~~dismiss any court action or other proceeding until the requirements~~
 23 ~~of this chapter have been satisfied. and the motion shall be granted.~~
 24 The court, in its discretion, may award the prevailing party on ~~such~~
 25 ~~a~~ *the* motion, ~~his or her~~ *their* attorney’s fees and costs in bringing
 26 or opposing the motion.

27 *SEC. 5. Chapter 4.5 (commencing with Section 939) is added*
 28 *to Title 7 of Part 2 of Division 2 of the Civil Code, to read:*

29
 30 *CHAPTER 4.5. CERTIFIED BUILDINGS*

31
 32 939. *Compliance with this chapter is optional in the sole*
 33 *discretion of the builder. This chapter may be used in connection*
 34 *with Chapter 4 (commencing with Section 910), on its own, or*
 35 *with alternative nonadversarial contractual provisions pursuant*
 36 *to Section 914.*

37 939.1. *A building may obtain a certified building status by*
 38 *undergoing private inspection, repairs, and reinspection during*
 39 *construction in addition to any inspections conducted by the local*
 40 *public agency. For purposes of this chapter, the inspector shall*

1 *be a private licensed architect, engineer, or general contractor*
2 *and shall not have a direct financial interest in the builder. The*
3 *inspections shall take place at least once relating to the following:*

- 4 (a) *Grading*
- 5 (b) *Foundations.*
- 6 (c) *Framing, flashing, windows, and drywall.*
- 7 (d) *Plumbing.*
- 8 (e) *Exterior applications such as stucco, siding, and roofs.*

9 *939.2. Once inspections and repairs, if appropriate, during*
10 *construction are conducted and approved by the inspector, the*
11 *inspector shall certify that the building is a certified building. Once*
12 *certified, there shall not be future challenges to the status of the*
13 *building as a certified building.*

14 *939.3. (a) The builder of a certified building may establish its*
15 *own process for handling postconstruction claims made pursuant*
16 *to this title that includes a notice provided by the claimant,*
17 *inspections, and repairs by the builder. The builder may include*
18 *some, none, or all of the provisions in Chapter 4 (commencing*
19 *with Section 910) in the builder's process pursuant to this chapter.*

20 (b) *The builder shall pay for its own costs to determine*
21 *necessary repairs. A builder shall have the complete and*
22 *unrestricted right to inspect and repair a certified building at times*
23 *mutually agreed upon by the claimant and the builder within time*
24 *frames established by the builder's process. If the claimant refuses*
25 *the offer of repair or prevents, restricts, delays, or frustrates access*
26 *for more than seven days from the mutually agreed upon day, then*
27 *the repairs are deemed completed and the builder shall be deemed*
28 *to have received the release described in subdivision (c).*

29 (c) *If the claimant makes a claim relating to a certified building*
30 *and the builder responds by performing repairs that are inspected*
31 *and approved by the inspector, the claimant shall be deemed to*
32 *have granted a full and general release, including a waiver of*
33 *Section 1542, related to the claims asserted in the written notice*
34 *pursuant to Section 910 or as otherwise required by the builder's*
35 *process established under subdivision (a). The release applies to*
36 *the builder and all other parties identified in Section 936 relating*
37 *to the certified building.*

38 (d) *No action may be filed unless all of the following are*
39 *satisfied:*

40 (1) *A notice of claim is presented before the filing of the action.*

1 (2) *Observable evidence of the alleged violation and damage*
2 *has been provided to the builder.*

3 (3) *The repair does not receive an approval by the inspector*
4 *pursuant to subdivision (c) after full compliance with this chapter*
5 *has been achieved.*

6 (e) *The builder may elect to use this chapter with or without a*
7 *warranty. If the builder elects to provide a warranty, the warranty*
8 *shall be provided to the homeowner no later than the close of*
9 *escrow.*

10 SEC. 6. *Section 942 of the Civil Code is amended to read:*

11 942. (a) *In order to make a claim for violation of the standards*
12 *set forth in Chapter 2 (commencing with Section 896), a*
13 *homeowner need only demonstrate, in accordance with the*
14 *applicable evidentiary standard, that the home does not meet the*
15 *applicable standard, subject to the affirmative defenses set forth*
16 *in Section 945.5. No further showing of causation or damages is*
17 *required to meet the burden of proof regarding a violation of a*
18 *standard set forth in Chapter 2 (commencing with Section 896),*
19 *provided that the violation arises out of, pertains to, or is related*
20 *to, the original construction. claimant shall affirmatively*
21 *demonstrate all of the following, in accordance with the applicable*
22 *evidentiary standards:*

23 (1) *There is a violation of the applicable standard.*

24 (2) *The violation caused appreciable, nonspeculative, present*
25 *physical damage to another component part of the building,*
26 *consistent with Aas v. Superior Court (2000), 24 Cal.4th 627.*

27 (3) *The violation is caused by the original construction.*

28 (4) *All claims are subject to the affirmative defenses set forth*
29 *in Section 945.5.*

30 SEC. 7. *Section 942.1 is added to the Civil Code, to read:*

31 942.1. *This title is the exclusive remedy, whether based on*
32 *statute, common law, or express or implied contract for any claim*
33 *or action seeking recovery of damages arising out of, pertaining*
34 *to, or related to deficiencies in, the residential construction, design,*
35 *specifications, surveying, planning, supervision, testing, or*
36 *observation of construction.*

37 SEC. 8. *Section 942.2 is added to the Civil Code, to read:*

38 942.2. *An insurer may not assert repairs as a voluntary*
39 *payment or as a payment made without the insurer’s consent, or*
40 *deny counting the costs associated with those repairs, whether*

1 *pursuant to a warranty or not, against a deductible or self-insured*
2 *retention.*

3 *SEC. 9. Section 944 of the Civil Code is amended to read:*

4 944. If a claim for damages is made under this title, the
5 homeowner is only entitled to damages for the reasonable value
6 of repairing any violation of the standards set forth in this title, the
7 reasonable cost of repairing any damages caused by the repair
8 efforts, the reasonable cost of repairing and rectifying any damages
9 resulting from the failure of the home to meet the standards, the
10 reasonable cost of removing and replacing any improper repair by
11 the builder, reasonable relocation and storage expenses, lost
12 business income if the home was used as a principal place of a
13 business licensed to be operated from the home, ~~reasonable~~
14 ~~investigative costs for each established violation~~, and all other
15 costs or fees recoverable by contract or statute.

16 *SEC. 10. Section 945.1 is added to the Civil Code, to read:*

17 945.1. *Notwithstanding any other law, an action may not be*
18 *filed pursuant to this title unless the conditions for filing an action*
19 *pursuant to this title have been met for each claimed violation.*

20 *SEC. 11. Section 945.2 is added to the Civil Code, to read:*

21 945.2. *No investigative costs are recoverable. Stearman v.*
22 *Centex Homes (2000) 78 Cal.App.4th 611 is abrogated. No claim*
23 *for damages based on extrapolation of claims may be made.*
24 *Testing of any components of the structure are limited to conditions*
25 *that would realistically be expected in the location of the*
26 *component part of the building.*

27 *SEC. 12. Section 945.3 is added to the Civil Code, to read:*

28 945.3. *Notwithstanding any other law, a common interest*
29 *development association and its officers and directors shall not*
30 *be liable for breach of fiduciary duty for deciding not to file a*
31 *claim or action pursuant to this title.*

32 *SEC. 13. Section 5980 of the Civil Code is amended to read:*

33 5980. An association has standing to institute, defend, settle,
34 or intervene in litigation, arbitration, mediation, or administrative
35 proceedings in its own name as the real party in interest and without
36 joining with it the members, in matters pertaining to the following:

- 37 (a) Enforcement of the governing documents.
38 (b) Damage to the common area.

1 (c) Damage to a separate interest that the association is obligated
2 to maintain or ~~repair~~. *repair other than a claim or action pursuant*
3 *to Title 7 (commencing with Section 895) of Part 2 of Division 2.*

4 (d) Damage to a separate interest that arises out of, or is
5 integrally related to, ~~damage to the common area or a separate~~
6 ~~interest that the association is obligated to maintain or repair.~~ *to*
7 *either of the following:*

8 (1) *The common area.*

9 (2) *A separate interest that the association is obligated to*
10 *maintain or repair other than a claim or action pursuant to Title*
11 *7 (commencing with Section 895) of Part 2 of Division 2.*

12 *SEC. 14. Section 6150 of the Civil Code is amended to read:*

13 6150. (a) Not later than 30 days before filing of any civil action
14 by the association against the declarant or other developer of a
15 common interest development for alleged damage to the common
16 areas, alleged damage to the separate interests that the association
17 is obligated to maintain or repair, or alleged damage to the separate
18 interests that arises out of, or is integrally related to, damage to
19 the common areas or separate interests that the association is
20 obligated to maintain or repair, the board shall provide a written
21 notice to each member of the association who appears on the
22 records of the association when the notice is ~~provided~~. *provided*
23 *with a courtesy copy of each notice to each member provided to*
24 *the builder, as defined in Section 911.* This notice shall specify all
25 of the following:

26 (1) That a meeting will take place to discuss problems that may
27 lead to the filing of a civil action, in addition to the potential
28 impacts thereof to the association and its members, including any
29 financial impacts.

30 (2) The options, including civil actions, that are available to
31 address the problems.

32 (3) The time and place of the meeting.

33 (4) *The following statement, in 12-point, bold type:*

34 ***THE FILING OF A CIVIL ACTION MAY AFFECT THE VALUE***
35 ***OF YOUR RESIDENCE, YOUR ABILITY TO SELL YOUR***
36 ***RESIDENCE, OR YOUR ABILITY TO REFINANCE YOUR***
37 ***MORTGAGE. IT MAY ALSO REQUIRE YOU TO PROVIDE***
38 ***ACCESS TO YOUR RESIDENCE, PARTICIPATE IN***
39 ***DEPOSITIONS OR RESPONDING TO DISCOVERY REQUESTS,***

1 AND TO MAKE OTHER DISCLOSURES TO FUTURE
2 POTENTIAL BUYERS.

3 (b) Notwithstanding subdivision (a), if ~~the association has reason~~
4 ~~to believe that~~ the applicable statute of limitations will expire
5 before the association files the civil action, the association may
6 give the notice, as described above, within 30 days after the filing
7 of the action. *In this case, the builder may raise laches as a defense,*
8 *in addition to any other available defense.*

9 (c) *Notwithstanding subdivision (b), a civil action may not be*
10 *filed unless 75 percent of the members of the association vote in*
11 *favor of the filing of the action. Failure to obtain the required vote*
12 *of the members in advance of filing an action shall be a defense*
13 *against the action resulting in dismissal of the claim. All records*
14 *of the required vote shall be maintained by the association and is*
15 *discoverable without redaction in any litigation with the builder.*

16 SECTION 1. Section 900 of the Civil Code is amended to read:

17 900. ~~As to fit and finish items, a builder shall provide a home~~
18 ~~buyer with a minimum one-year express written limited warranty~~
19 ~~covering the fit and finish of the following building components.~~
20 ~~Except as otherwise provided by the standards specified in Chapter~~
21 ~~2 (commencing with Section 896), this warranty shall cover the~~
22 ~~fit and finish of cabinets, mirrors, flooring, interior and exterior~~
23 ~~walls, countertops, paint finishes, and trim, but shall not apply to~~
24 ~~damage to those components caused by defects in other~~
25 ~~components governed by the provisions of this title. Any fit and~~
26 ~~finish matters covered by this warranty shall not be subject to the~~
27 ~~provisions of this title. If a builder fails to provide the express~~
28 ~~warranty required by this section, the warranty for these items~~
29 ~~shall be for a period of one year.~~