This is where the law becomes more nuanced, and why it's critical to understand the distinction between statutory non-waivable rights and the context of settlement agreements, especially in litigation.

Generally, you are correct: The fundamental, non-waivable rights under AB 1482 (Civil Code 1946.2 and 1947.12) cannot simply be waived in a lease or by a tenant's "voluntary" agreement outside of a specific, legally recognized settlement.

However, the situation changes when you enter into a settlement agreement, particularly in the context of an unlawful detainer (UD) case.

Here's the breakdown:

1. Statutory Non-Waivable Rights (In General)

As we've discussed, Civil Code 1946.2(k) and 1947.12(e) state that any waiver of rights under those sections is void and unenforceable. This is designed to prevent landlords from circumventing the law through standard lease clauses or informal agreements. It ensures that the baseline protections of just cause and rent caps are always available to covered tenants.

Furthermore, other core tenant rights are also generally non-waivable, such as:

\* Right to a habitable dwelling (Civil Code 1942.1)

\* Right to proper handling of security deposits (Civil Code 1950.5)

\* Right to be free from certain types of landlord harassment (Civil Code 1940.2)

2. Settlement Agreements and UD Cases

This is the key area of complexity. While a tenant cannot generally "waive" their rights under AB 1482 in a lease, they can agree to resolve a dispute, including an unlawful detainer (eviction) case, through a settlement agreement.

Why is this different?

\* Litigation Context: Settlement agreements are typically negotiated in the context of active litigation (like a UD case) or to avoid litigation. Both parties are usually represented by counsel (or have the opportunity to seek counsel), and the agreement is intended to bring a definitive end to a specific dispute.

\* Consideration: In a settlement, the tenant typically receives something of value (e.g., "cash for keys," an extended move-out date, a dismissal of the UD case without judgment, a waiver of back rent) in exchange for agreeing to vacate the premises and, often, releasing certain claims.

\* Judicial Oversight: If a settlement is entered as a "stipulated judgment" or approved by the court, it carries the weight of a court order.

What does this mean for AB 1482 rights in a settlement?

\* Agreement to Vacate (and "Waiver" of Right to Occupy): In a UD settlement, a tenant is agreeing to vacate the premises by a certain date. In doing so, they are effectively giving up their right to continued possession that they might otherwise have had under AB 1482's just cause protections. This is generally permissible because they are receiving "consideration" (something of value) for doing so, and it resolves a specific dispute.

\* Release of Claims: Settlement agreements often include broad "release of claims" clauses where both parties agree not to sue each other for past actions related to the tenancy. This could include claims related to past violations of AB 1482 (e.g., overpaid rent, a prior bad-faith OMI attempt that the tenant didn't pursue).

\* Crucial Nuance: While a tenant can release past claims they might have had, a settlement agreement generally cannot release future claims for egregious conduct that is explicitly deemed "void as against public policy" or constitutes new, separate violations of law (like future harassment or a new fraudulent OMI after a new tenancy begins). The courts are generally reluctant to uphold waivers that entirely extinguish a party's ability to enforce fundamental statutory protections for future violations.

\* "Voluntarily" Moving Out (Constructive Eviction): If a tenant "voluntarily" moves out due to constructive eviction, they are typically doing so because the landlord's actions have made the unit uninhabitable or interfered with their quiet enjoyment. If they sign a simple "move-out agreement" under duress or without full understanding, and it contains a broad waiver of rights, that waiver might be challenged as unenforceable because it lacks true voluntary consent and adequate consideration, and attempts to waive fundamental non-waivable rights (like habitability). However, if this "voluntary" move-out is formalized through a negotiated settlement (with consideration), it's more likely to be upheld as a resolution of a dispute.

\* UD Dismissal Terms and Cash: When a UD case is dismissed with terms (e.g., "cash for keys" and a waiver of rent), the tenant is explicitly agreeing to end the tenancy in exchange for that consideration. This is generally valid. The tenant is not waiving their rights under AB 1482 to remain indefinitely without cause; rather, they are entering into a new agreement to terminate the tenancy, which is permissible.

The "bad faith" element (e.g., owner move-in without follow-through, repeated threats):

If a landlord engages in a pattern of bad faith, like repeated fraudulent OMI threats that lead to a tenant accepting a cash-for-keys offer, the tenant might argue that the settlement itself was procured by fraud or duress. However, this is a much higher bar to prove and requires strong evidence.

Key Takeaway:

The "waiver of right" provisions in AB 1482 primarily apply to general lease clauses or informal agreements that attempt to strip tenants of their statutory protections before a dispute arises or outside a formal settlement context.

In a properly negotiated and executed settlement agreement, particularly in an unlawful detainer case:

\* A tenant can validly agree to vacate the premises and release past claims they might have had.

\* However, such an agreement cannot typically waive future claims for new and distinct violations of non-waivable statutory rights (like new harassment or a subsequent fraudulent eviction attempt after a new tenancy if the tenant were to return).

\* The validity of any waiver in a settlement often hinges on whether it was entered into knowingly, voluntarily, and with adequate consideration, and if it resolves a specific, existing dispute rather than acting as a blanket pre-dispute waiver of fundamental rights.

Given the complexities, especially when a UD case is involved, any tenant facing such a situation should absolutely seek legal advice from a tenant rights attorney or legal aid organization before signing any settlement agreement. They can help assess the specific terms and ensure the tenant's rights are protected.