Filed 11/15/22 Campbell v. Budd CA2/5

NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION FIVE

ELLA CAMPBELL, et al., Plaintiffs and Appellants, v. ROBBIN BUDD, et al., Defendants and Respondents.	B306687 (Los Angeles County Super. Ct. Nos. BC714612 c/w 19STCV43325) **ORDER MODIFYING OPINION AND DENYING PETITION FOR REHEARING** [There is no change in judgment]

BY THE COURT:

It is ordered that the opinion filed herein on October 18, 2022, is modified as follows:

1. In the caption page, insert "Jeffrey Gurrola" after "Greines, Martin, Stein & Richland" and before "and" to the list of counsel for defendants.

2. On page 9, the heading that reads "Plaintiffs Met Their Initial Burden" is replaced with the heading "Defendants Met Their Initial Burden".

There is no change in judgment.

The petition for rehearing filed by appellants on November 2, 2022, is denied.

RUBIN, P. J. MOOR, J.

Filed 10/18/22 Campbell v. Budd CA2/5 (unmodified opinion)

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SECOND APPELLATE DISTRICT

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ELLA CAMPBELL, et al., Plaintiffs and Appellants, v. ROBBIN BUDD, et al., Defendants and Respondents.	B306687 (Los Angeles County Super. Ct. Nos. BC714612 c/w 19STCV43325)

APPEAL from a judgment of the Superior Court of Los Angeles County, Stephen L. Goorvitch, Judge. Affirmed.

Law Offices of Brian J. Breiter, Brian J. Breiter, and Chance J. Pardon; Esner, Chang & Boyer, Shea S. Murphy and Kevin K. Nguyen for Plaintiffs and Appellants.

Law Offices Muhar, Garber, Av and Duncan and Lucio O. Leon; Greines, Martin, Stein & Richland and Robert A. Olson for Defendants and Respondents.

Twelve-year-old Ella Campbell walked into a sliding glass door at a vacation rental and suffered significant injuries when the glass shattered. Ella and her parents sued landlords Robbin Budd and Jeffrey Waid for premises liability and negligence, alleging they failed to maintain their property in a reasonably safe condition because the glass in the door was not tempered and the transparent glass door lacked warning labels to show it was closed. The trial court granted landlords' motion for summary judgment. We affirm.

FACTS

1. The Incident

In April 2005, landlords purchased a single family home that they rented to short-term tenants. The property is located in Cathedral City and was built in 1958. Shortly after their purchase, landlords installed a swimming pool in the backyard, which is accessed through a sliding glass door. Beginning in 2006, landlords would rent the property four to five times per year for periods ranging from weeks to months.

The Campbell family rented the property from December 17, 2017 to January 5, 2018. On the morning of January 1, 2018, towards the end of their stay, Ella walked through the sliding glass door on her way to the pool because the glass was transparent and she did not realize the door was closed. The glass shattered and Ella suffered severe lacerations, abrasions, and avulsions. Prior to the incident, the Campbell family, including Ella, had used the sliding door multiple times a day without incident.

The sliding door was already installed when landlords purchased the property, and they did not replace it during their ownership. It contained two panels of glass, each measuring

approximately 73 inches by 45 inches, surrounded by a metal frame that slid within a metal jamb or track. No other renters had had problems with the sliding door from the time the landlords first rented the property.

2. *The Lawsuit*

On July 19, 2018, Ella, through her father as guardian ad litem, brought suit against landlords for premises liability and negligence. Her principal allegations were that the sliding door was made of untempered glass, which constituted a dangerous and unsafe condition. By failing to replace the door with tempered glass, landlords breached their duty to keep the property in good and safe condition. Ella further alleged her injuries were a direct result of landlords' negligence. On December 2, 2019, Ella's parents filed a separate complaint asserting identical causes of action against landlords and seeking emotional damages.[1] The parties stipulated to consolidate the two cases, and the trial court designated Ella's as the lead case.

3. Summary Judgment Proceedings

Landlords moved for summary judgment, arguing there was no triable issue as to any material fact because (i) plaintiffs failed to produce evidence of a breach of legal duty; (ii) landlords did not have a legal duty to install a tempered glass door; and (iii) plaintiffs failed to produce evidence of causation. Landlords presented a separate statement of undisputed facts describing the incident and the sliding door as we have described.

Landlords submitted a declaration from a structural engineering expert, who maintained the sliding door was not a hazardous condition at the time of the incident. The expert reviewed the building codes and ordinances in place at the time

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[1] We refer to Ella and her parents as plaintiffs.

the sliding glass door was installed (when the house was built in 1958) and found they did not require tempered glass. Later-enacted building codes did not require property owners to replace as-constructed or undamaged untempered glass doors with tempered glazing panes.

In opposition, plaintiffs argued: Landlords had a duty to periodically inspect the property and to take reasonable steps to prevent injury due to unsafe conditions; there were triable issues of material facts regarding whether landlords breached their duty of care by failing to replace the sliding door with tempered glass; and there was a triable issue of material fact regarding whether landlords' negligence was a substantial factor in causing Ella's injuries.

Plaintiffs presented the deposition testimony of Cathedral City's chief building official, who testified as to the safety requirements for short term rentals in the city. The chief building official testified that tempered glass was required for new exterior sliding glass doors in Cathedral City as of January 1, 2018. If an existing door were replaced or modified, the glass should be replaced with tempered glass.

Plaintiffs also submitted an expert declaration from Brad Avrit, a civil engineer. Avrit found the sliding door was in an unsafe and dangerous condition at the time of the incident because it was made with annealed glass, which breaks with little impact into large shards. Tempered glass, on the other hand, is less likely to break upon impact and does not break into large shards. The Uniform Building Code began requiring tempered glass in the 1960s. Avrit posited that it was more likely someone would inadvertently collide with the door because

the glass was transparent, and it led to the backyard and pool on a foreseeable pedestrian path of travel.

Avrit stated the dangerous condition had existed for years prior to the incident and could have been prevented if landlords had done a proper inspection and replaced the glass with tempered glass and utilized adequate warnings and markings on the door to alert an occupant that the door was closed. It was Avrit's opinion that landlords should have replaced the glass in the sliding door in 2005 when they replaced several other doors on the property and installed the pool. In 2005, the operative 2001 California Building Code required safety glass doors such as the one at issue.

Landlords objected to the entirety of Avrit's declaration on the grounds it was speculative and lacked foundation. Avrit did not personally inspect the property; he relied on photographs taken by his associate. Landlords questioned Avrit's qualification to offer the opinions he gave in his declaration as he failed to demonstrate expertise regarding sliding glass doors, annealed glass, tempered glass, or the "human factors" associated with the same. They also argued Avrit failed to identify what industry standards, applicable case law or building codes, if any, the landlords had failed to satisfy. Instead, Avrit opined, "the propensity for human impact with such large glass panels is well known and documented in the industry," without identifying the industry to which he referred.

The trial court granted landlords' motion, finding they did not have a duty to replace the glass in the door with tempered glass or affix warning labels as suggested by Avrit. The trial court also sustained landlords' objections as to portions of Avrit's declaration, as discussed below.

Plaintiffs appealed.

DISCUSSION

Plaintiffs contend the trial court improperly concluded landlords owed no duty to maintain their rental property in a reasonably safe condition by replacing the glass doors and affixing warning labels to show the door was in a closed position. They further contend the trial court erred when it sustained objections to portions of expert Avrit's declaration. We begin our analysis with the standard of review.

1. Standard of Review

"We review an order granting summary judgment de novo. [Citation.] The trial court's stated reasons for granting summary judgment are not binding because we review its ruling not its rationale." (*Canales v. Wells Fargo Bank, N.A.* (2018) 23 Cal.App.5th 1262, 1268–1269.) Code of Civil Procedure section 437c "place[s] the initial burden on the defendant moving for summary judgment and shift[s] it to the plaintiff upon a showing that the plaintiff cannot establish one or more elements of the action." (*Wiener v. Southcoast Childcare Centers, Inc.* (2004) 32 Cal.4th 1138, 1142.)

A defendant "moving for summary judgment bears an initial burden of production to make a prima facie showing of the nonexistence of any triable issue of material fact." (*Aguilar v. Atlantic Richfield Co*. (2001) 25 Cal.4th 826, 850.) The moving defendant may meet this burden either by showing that one or more elements of a cause of action cannot be established or by showing that there is a complete defense thereto. (*Ibid.*; Code Civ. Proc., § 437c, subd. (o)(2).)

Once the moving party's burden is met, the burden shifts to the plaintiff to demonstrate the existence of a triable issue of

material fact. (*Aguilar, supra,* 25 Cal.4th at p. 850.) The plaintiff must produce " 'substantial' " responsive evidence sufficient to establish a triable issue of fact. (*Granadino v. Wells Fargo Bank, N.A.* (2015) 236 Cal.App.4th 411, 415.) "[R]esponsive evidence that gives rise to no more than mere speculation cannot be regarded as substantial, and is insufficient to establish a triable issue of material fact." (*Sangster v. Paetkau* (1998) 68 Cal.App.4th 151, 163.)

2. Legal Principles for Premises Liability and Negligence

"The elements of a negligence claim and a premises liability claim are the same: a legal duty of care, breach of that duty, and proximate cause resulting in injury." (*Kesner v. Superior Ct.* (2016) 1 Cal.5th 1132, 1158 (*Kesner*).) " 'The existence of duty is a question of law to be decided by the court [citation], and the courts have repeatedly declared the existence of a duty by landowners to maintain property in their possession and control in a reasonably safe condition.' " (*Lawrence v. La Jolla Beach & Tennis Club, Inc.* (2014) 231 Cal.App.4th 11, 22 (*Lawrence*).)

The scope of or limit to a duty may be determined after consideration of the factors described in *Rowland v. Christian* (1968) 69 Cal.2d 108, 112 (*Rowland*). (*Brown v. USA Taekwondo* (2021) 11 Cal.5th 204, 209 (*Brown*); *Castaneda v. Olsher* (2007) 41 Cal.4th 1205, 1213 (*Castaneda*); *Delgado v. Trax Bar & Grill* (2005) 36 Cal.4th 224, 244 (*Delgado*).) The *Rowland* factors are: "foreseeability of harm to the plaintiff, the degree of certainty that the plaintiff suffered injury, the closeness of the connection between the defendant's conduct and the injury suffered, the moral blame attached to the defendant's conduct, the policy of preventing future harm, the extent of the burden to the defendant

and consequences to the community of imposing a duty to exercise care with resulting liability for breach, and the availability, cost, and prevalence of insurance for the risk involved." (*Rowland, supra,* at p. 113.) "Three factors— foreseeability, certainty, and the connection between the plaintiff and the defendant—address the foreseeability of the relevant injury, while the other four—moral blame, preventing future harm, burden, and availability of insurance—take into account public policy concerns that might support excluding certain kinds of plaintiffs or injuries from relief." *(Kesner, supra*, 1 Cal.5th at p. 1145.)

"Accordingly, the issue concerning a landlord's duty is not the existence of the duty, but rather the scope of the duty under the particular facts of the case. [Citation.] Reference to the scope of the landlord's duty 'is intended to describe the specific steps a landlord must take in a given specific circumstance to maintain the property's safety to protect a tenant from a specific class of risk. It is this question that we decide as a matter of law.' [Citation.] A court deciding the issue of the scope of a landlord's duty 'should limit its inquiry to the specific action the plaintiff claims the particular landlord a duty to undertake in the particular case.' " (*Lawrence, supra,* 231 Cal.App.4th at p. 23; accord *Staats v. Vintner's Golf Club, LLC* (2018) 25 Cal.App.5th 826, 833–834.)

3. The Scope of Landlords' Duty Does Not Extend to Replacing the Sliding Door with Tempered Glass Or Affixing Warning Signs

Here, there is no dispute landlords owed plaintiffs a duty to maintain the property in a reasonably safe condition. The parties instead dispute the scope of landlords' duty: whether landlords were required to replace the glass in the door with tempered

glass and affix warning labels to its transparent panes so that occupants would know the door was closed.[2] In accordance with the standard of review, we first consider whether landlords presented facts to negate an essential element of plaintiffs' claims.

a. Plaintiffs Met Their Initial Burden

In their summary judgment motion, landlords presented evidence sufficient to show the scope of their duty did not include replacing the glass or affixing warning labels. In applying the *Rowland* factors, landlords demonstrated the foreseeability of harm did not outweigh the burden imposed. As to foreseeability, landlords affirmed in their declarations that no other tenants experienced issues with the door in the 14 years they had rented the property. It was also undisputed that plaintiffs themselves used the door multiple times a day for two weeks without incident. Landlords' expert examined the relevant building codes and ordinances and concluded tempered glass was not required at the time the door was installed. Nor did more recent building code updates require landlords to replace untempered glass after they purchased the property. As to the warning labels, landlords argued this would obviate the purpose of a glass door which is to have a panorama view of, in this case, the backyard and pool. Landlords also argued a requirement that all existing glass doors

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[2] In their opening brief, plaintiffs also argue landlords had a duty to warn occupants that the glass in the sliding door was untempered or annealed glass. Plaintiffs did not raise the issue of a duty to warn in the trial court and therefore the issue is not before us. (*Christina C. v. County of Orange* (2013) 220 Cal.App.4th 1371, 1383 [theory not raised in opposition to summary judgment may not be asserted for first time on appeal].)

must be tempered would place an expensive burden on small businesses like theirs.

Given this evidence, landlords met their initial burden to show the scope of their duty did not extend to installing tempered glass or affixing warning labels. (See *Ramirez v. Plough, Inc.* (1993) 6 Cal.4th 539, 548 [compliance with relevant federal and state law was sufficient to satisfy duty to warn where the evidence showed no unusual circumstances, but only the ordinary situation contemplated by the statute or administrative rule]; *Myrick v. Mastagni* (2010) 185 Cal.App.4th 1082, 1087 ["where the evidence shows no unusual circumstances statutory compliance may be accepted by the trier of fact, or by the court as a matter of law, as sufficient"].) We now consider whether plaintiffs met their burden to demonstrate the existence of a triable issue of material fact as to the scope of landlord's duty.

b. The Burden Shifted to Plaintiffs to Establish a Triable Issue of Material Fact

In their opposition to the motion for summary judgment and on appeal, plaintiffs presupposed a duty by landlords to replace the glass in an existing sliding door with tempered glass and to place warning labels on the glass. They then argued the *Rowland* factors do not warrant limiting this duty. They contended the "scope of duty" analysis used by landlords and the trial court is contrary to what is required by the Supreme Court under *Rowland, supra,* 69 Cal.2d at page 112 and *Brown, supra,* 11 Cal.5th at page 209.

We see little difference between landlords' purported "scope of duty" approach and plaintiffs' "*Rowland* factors as limitation" articulation. The high court has applied the *Rowland* factors to determine both the scope of a property owner's duty and its

limits. (*Castaneda, supra,* 41 Cal.4th at p. 1213 [finding affirmative duty based on special relationship between landlord and tenants and then analyzing *Rowland* factors to determine "duty's existence and scope"]; *Delgado, supra,* 36 Cal.4th at pp. 240-244 [business proprietor had general duty to take " 'reasonable steps to secure common areas against foreseeable criminal acts of third parties' " and then analyzing *Rowland* factors to determine whether "the scope of a landlord's duty of care includes the hiring of security guards" or other measures].) We accordingly examine the *Rowland* factors to determine whether plaintiffs have raised a triable issue of material fact to counter landlords' initial showing that the scope of its duty did not include replacement of the glass or warning labels.

Plaintiffs rely on Avrit's declaration and *Becker v. IRM Corp.* (1985) 38 Cal.3d 454 (*Becker*), overruled on another ground by *Peterson v. Superior Court* (1995) 10 Cal.4th 1185, 1188–1189, to argue there was a foreseeable risk of substantial injury because the door was made from softer glass that broke into shards with little impact and was located in a pedestrian path of travel, where tenants would reasonably come into contact with it.

Avrit's declaration does not create a dispute of material fact. Aside from concluding that the risk of injury was foreseeable, he fails to explain how likely it is for a door made of annealed glass to break simply from contact with a 12 year old or any other person. For example, he does not present any information of the number of injuries resulting from similar collisions with annealed glass doors. (See *Delgado, supra,* 36 Cal.4th at p. 244 [showing of prior similar incidents necessary to demonstrate foreseeability].) "More than a mere possibility of occurrence is required since, with hindsight, everything is

foreseeable." (*Friedman v. Merck & Co.* (2003) 107 Cal.App.4th 454, 465.)

Nor are we persuaded by plaintiffs' argument that *Becker* establishes that the existence of "annealed glass [doors] in a *rented home* poses a foreseeable risk of substantial injury to its occupants especially where the occupant will reasonably come into contact with such glass." In *Becker*, a tenant suffered injuries when he slipped and fell against a shower door made from untempered glass. (*Becker, supra,* 38 Cal.3d at p. 469.) The high court found summary judgment was improvidently granted because the owner had "a duty to inspect for dangerous conditions" and the owner's "lack of awareness of the dangerous condition does not necessarily preclude liability." (*Ibid.*)

Becker does not stand for the proposition that all annealed glass doors, such as those outside of a bathroom, are inherently dangerous and pose a foreseeable risk of injury.[3] We agree with the trial court that the duty imposed by *Becker* is the result of its particular facts: "the 'other circumstances requiring a higher degree of care' are the fact that the occupant is standing close to the glass on a slippery surface (a tile floor) without shoes (which would help the occupant maintain his or her footing) while unclothed (meaning that there is nothing to shield the occupant

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[3] We reject plaintiffs' argument that *Becker* imposes a duty on all landlords to replace all existing glass doors with tempered glass. The codified law is to the contrary. As set out by landlords' expert and the chief building officer for Cathedral City, the applicable codes and ordinance do not require replacement of existing glass doors unless they are modified or changed during a renovation.

from getting cut by broken glass) amidst soap and water (making the tile floor even more slippery)."

As to whether the duty advanced by plaintiffs posed an unreasonable burden on landlords and other rental property owners, plaintiffs assert the cost to replace the glass in the sliding door was approximately $1,000.[4] They conclude this cost is "minimal" and assume the same cost for all other rental properties, no matter their location (where labor and material costs may be higher), number of doors, or size of the doors. Plaintiffs' bare conclusions that the risk of injury was foreseeable and that $1,000 is a minimal burden on property owners does not create a dispute of material fact that requires us to deviate from the trial court's analysis that landlords do not owe a duty as a matter of law to replace glass of this type or affix warning labels. An "opposition to summary judgment will be deemed insufficient when it is essentially conclusionary, argumentative or based on conjecture and speculation." (*Buehler v. Alpha Beta Co.* (1990) 224 Cal.App.3d 729, 733.)

Here, landlords met their burden of showing that there is no triable issue of fact on the duty element of plaintiffs' premises liability and negligence causes of action. (Code of Civ. Proc., § 437c, subd. (p)(2).) Because plaintiffs did not make the required showing after the burden had shifted to them, the trial court properly granted summary judgment. (*Ibid*.)

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[4] Plaintiffs alternately set the cost of replacing the glass at $345 and $1,000. It is undisputed landlords paid $345 to a vendor to replace the door rail and glass plus approximately $1,000 to other vendors for installation of new track and for "replacement/installation/repair of glass to the sliding glass door."

4. The Trial Court Did Not Err When It Excluded Portions of Avrit's Declaration[5]

Plaintiffs contend the trial court erred when it excluded portions of Avrit's declaration. We find no error.

Plaintiffs urge us to independently review the trial court's evidentiary rulings, citing *Pipitone v. Williams* (2016) 244 Cal.App.4th 1437, 1451, which found de novo review proper under *Reid v. Google, Inc.* (2010) 50 Cal.4th 512, 535. However, "the weight of authority" favors applying an abuse of discretion standard to evidentiary rulings on summary judgment motions. (See *Schmidt v. Citibank, N.A.* (2018) 28 Cal.App.5th 1109, 1118; see generally Eisenberg et al., Cal. Practice Guide: Civil Appeals and Writs (The Rutter Group 2021) ¶ 8.168, p. 8-148 ["Pursuant to the weight of authority, appellate courts review a trial court's rulings on evidentiary objections in summary judgment proceedings for abuse of discretion."].)

Under either standard, the trial court did not err when it excluded parts of Avrit's opinion, expressed in several places in his declaration, that landlords had a duty to replace the glass in the sliding door with tempered glass and affix warning markings or labels on the glass panels. "There are limits to expert testimony, not the least of which is the prohibition against admission of an expert's opinion on a question of law." (*Summers*

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[5] Plaintiffs assert the trial court failed to rule on landlords' objections to Avrit's declaration. The record shows the trial court did not separately sustain or overrule landlords' objections to each line of Avrit's declaration. It was not required to do that. Instead, based on landlords' objections, the court properly discussed and excluded only the inadmissible portions of Avrit's declaration that related to its disposition of the motion for summary judgment. (Code Civ. Proc., § 437c, subd. (q).)

v. A. L. Gilbert Co. (1999) 69 Cal.App.4th 1155, 1178.) The issue of the existence and scope of a landlord's duty is a question of law to be decided by the court. (*Lawrence, supra,* 231 Cal.App.4th at p. 23.)

Plaintiffs contend these statements are admissible because they address the element of breach, rather than that of a duty. Avrit's declaration states in relevant part: "Upon purchasing a property, a reasonable property owner would conduct, or hire a qualified individual to conduct, a visual inspection of all glass panels to ensure they were tempered/safety glass." "Defendants had an opportunity to and should have replaced the glass in the subject sliding glass door at the time of the renovations and modifications of the property when they replaced several other doors on the subject premise and installed a new swimming pool." By failing to do so, "it is [Avrit's] opinion that Defendants fell below the standard of care for a reasonable property owner."

Arguably these statements can be read in the context of the scope of landlords' duty and the breach of that duty. It matters not much. Even if we accept plaintiffs' characterization that these statements only address breach and find them admissible on that basis, plaintiffs would still fail to establish a dispute of material fact as to the element of duty, the element the trial court and we find is missing from the opposing papers.

Plaintiffs also contend the trial court erred in excluding Avrit's opinion that "it is also well known and documented within the industry that warning markings or labels (exemplars attached []) should be used on glass panels" such as the sliding glass door. It is devoid of a foundational showing. Avrit provided exemplars of potential warning labels but failed to state the basis for his opinion. He failed to identify what industry's standards

he relied upon or how the use of untempered glass deviated from these standards. "Expert testimony is admissible to prove custom and usage in an industry. [Citation.] But such testimony is subject to foundational challenges. For example, the lack of foundation of an expert's testimony can be as to the expert being qualified, the validity of the principles or techniques upon which the expert relied, or as to the reliability and relevance of the facts upon which the expert relied." (*Howard Entertainment, Inc. v. Kudrow* (2012) 208 Cal.App.4th 1102, 1114; see also Evid. Code, § 802 ["A witness testifying in the form of an opinion may state . . . the reasons for his opinion and the matter . . . upon which it is based. . . ."].)

The trial court found the same foundational challenges affected Avrit's opinion that the 2001 California Building Code required landlords to replace the glass in the sliding door in 2005, when they replaced other doors on the property. Avrit failed to specify how the 2001 California Building Code applied when the sliding door at issue was not changed or part of the 2005 remodel. In short, Avrit provided no foundation for parts of his opinion and the trial court properly excluded the inadmissible portions.

DISPOSITION

The judgment is affirmed. Landlords to recover their costs on appeal.

RUBIN, P. J.

I CONCUR:

MOOR, J.

Ella Campbell et al. v. Robbin Budd et al.
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BAKER, J., Dissenting

Attorneys for defendants and respondents Robbin Budd and Jeffrey Waid (defendants) have argued that what happened to twelve-year-old Ella Campbell—unsuspectingly walking into a glass door and suffering serious injuries—was an unforeseeable "freak accident." Nonsense. This sort of thing happens fairly frequently, as shown by even just a sampling of reported cases from other jurisdictions and by expert Brad Avrit's testimony that an industry has sprung up to avoid this type of accident through use of decals and other measures. (See, e.g., *Dixon v. Allstate Ins. Co.* (La. 1978) 362 So.2d 1368, 1369; *King v. NLSB* (Ill. App. Ct. 2000) 313 Ill.App.3d 963, 964; *Mitchell v. K.W.D.S., Inc.* (N.C. Ct. App. 1975) 26 N.C.App. 409, 412; *McCain v. Bankers Life & Cas. Co.* (Fla. Dist. Ct. App. 1959) 110 So.2d 718.) Nonetheless, the majority holds the trial court's grant of summary judgment to defendants was proper. That is a mistake.

The key question in this appeal—which must be answered at a sufficiently high level of generality—is whether short term rental proprietors have an obligation to inspect glass doors and determine if they pose a danger to guests such that a warning or replacement of the doors is required. (*Vasilenko v. Grace Family Church* (2017) 3 Cal.5th 1077, 1083-1084; see also Civil Code, § 1714.) I believe the answer to that question is yes, at least as to

an obligation to warn (either through use of a decal on the glass itself or perhaps even a written warning accompanying a short term rental contract). I would accordingly reverse the trial court's judgment and remand for trial to resolve material disputes of fact concerning breach of duty and causation.

BAKER, J.