

# BAY AREA LEGAL AID

Intro to Fighting Evictions during the COVID-19 Pandemic:  
How to Prepare an Answer to an Eviction Lawsuit  
September 29, 2020

Presented by:  
Bisi Matthews & Lara Verwer



**BAY AREA LEGAL AID**

WORKING TOGETHER FOR JUSTICE



# Agenda

- \* Bay Area legal Aid Overview of Services & Eligibility
- \* Eviction Protections
  - \* Federal Protections
    - \* CARES Act
    - \* CDC Moratorium
  - \* Statewide Protections AB 3088
- \* Eviction Process Overview
- \* How to Help Tenants Fill Out an Answer to an Unlawful Detainer Complaint

**This presentation is for information purposes only and is not legal advice.**



**BAY AREA LEGAL AID**

WORKING TOGETHER FOR JUSTICE

# Bay Area Legal Aid Services

Bay Area Legal Aid provides free legal services to eligible low-income residents in the Bay Area. We are the largest legal aid provider serving seven Bay Area Counties:

**Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo & Santa Clara**

## Our 8 Practice Areas in Santa Clara County include:

### **Housing Preservation And Homelessness Prevention**

- Landlord-tenant Matters
- Eviction Defense
- Fair Housing and discrimination
- Subsidized Housing Issues

### **Domestic Violence And Sexual Assault Prevention**

- Restraining Orders
- Family Law
- Domestic Violence Related Immigration

### **Immigration**

- Services for Immigrant Survivors of Domestic Violence and Sexual Assault

### **Economic Justice**

- Public Safety Net Programs

### **Health Consumer Center**

- Health Care Access
- Public Health Insurance Programs
- Health Consumer Issues

### **Consumer Law**

- Debtor's Rights
- Fair Credit Reporting

### **Veterans Project**

### **Youth Justice Project**



**BAY AREA LEGAL AID**

WORKING TOGETHER FOR JUSTICE

# Client Eligibility

**Live in the counties of:** Alameda, Contra Costa, Napa, Marin, Santa Clara, San Francisco, or San Mateo.

## **Citizen or eligible immigrant:**

- \* U.S. citizen, or certain family members of a citizen, with a pending application for permanent residency
- \* Permanent resident, refugees, asylees, etc.
- \* Any immigrant who is a victim of domestic violence, sexual assault, human trafficking, or other violent crime.
- \* We can represent eligible children in public benefits or domestic violence matters, even if their parents are not eligible

Gross income generally has to be **under 200% of federal poverty line.**  
**EXCEPT for our health work.**



**BAY AREA LEGAL AID**

WORKING TOGETHER FOR JUSTICE

# Addressing the Wave of Evictions: What's at stake?



- \* As of 7/30/20, roughly 43,500 households are at highest risk of eviction in Santa Clara County
- \* Black, Latinx, and undocumented families are at great risk of eviction

Source: Working Partnerships USA and Law Foundation of Silicon Valley, *The Eviction Time Bomb* (July 2020)

<https://www.wpusa.org/files/reports/EvictionTimeBomb.pdf>



**BAY AREA LEGAL AID**

WORKING TOGETHER FOR JUSTICE

# How will we handle the wave of evictions?



**ALL HANDS ON DECK!**

# National Protections

Coronavirus Aid, Relief, and Economic Security (CARES) Act  
Center for Disease Control (CDC) Moratorium



**BAY AREA LEGAL AID**

WORKING TOGETHER FOR JUSTICE

# The CARES Act

- \* On March 27, 2020, the CARES Act was signed into law that set in place a moratorium which provides the following protections for tenants in covered **federal housing for 120 days**:
  - \* **Protection from eviction for nonpayment of rent**
  - \* **You cannot be charged late fees for not paying your rent during this time.**
  - \* **After the moratorium, tenants entitled to a 30-day notice**
- \* **Owners of multifamily properties with federally backed mortgages** in forbearance cannot evict
- \* Tenants are still responsible for any rents owed
- \* The CARES Act applies to certain federal housing programs, including, public housing, voucher tenants, and Low-Income Housing Tax Credit.





# CDC Order

## Expires December 31, 2020

- \* Tenants cannot be evicted **if failure to pay was because of income loss or extraordinary medical expenses**
  - \* Tenants may assert protection when given a no-fault or nonpayment notice
- \* **Tenants must meet the qualifications in the CDC Order and declare under penalty of perjury that they:**
  - \* Used best efforts to obtain all available government assistance for rent or housing
  - \* Earn no more than \$99,000 in 2020 (\$198k for joint filers), no reportable income in 2019 to the IRS, or received a CARES Act stimulus check
  - \* Unable to pay rent due to loss of income or extraordinary out of pocket medical expenses
  - \* Using best efforts to make partial payments
  - \* Would become homeless if evicted or would need to move into close quarters in another residence



# CDC Order

## Expires December 31, 2020

- \* **More protective local laws prevail**
- \* **CDC's Broader Protections:**
  - \* Hardship does not have to be related to COVID-19
  - \* Can apply to rent accrued before March 1, 2020
- \* Tenants still responsible for rent, fees, penalties, or interest for not paying (unless there are broader local protections)
- \* Tenant must sign a declaration of hardship under penalty of perjury – can serve landlord at ANY TIME
  - \* Tenants must meet the qualifications in the CDC Order. The Order outlines penalties and consequences for any false or misleading statements



# Statewide Protections

COVID-19 Tenant Relief Act of 2020



**BAY AREA LEGAL AID**

WORKING TOGETHER FOR JUSTICE

# Tenant Relief Act (AB 3088)

- \* Effective September 1, 2020
- \* Applies to all tenants, including mobile homes
- \* Provides Just Cause protections under AB 1482 to all tenants until **February 1, 2021**.
  - \* For cause evictions (other than nonpayment) began on **9/2/2020**
    - \* Evictions based on “substantial renovations” are limited.
  - \* Non-payment evictions may begin on **10/5/2020**



# Tenant Relief Act

## Non-Payment Cases

- \* Two key time periods for COVID-19 nonpayment protections:
  - \* **Rent accrued between March 1, 2020 – August 31, 2020**
    - \* Can never be basis for eviction if
      - \* Tenants **timely** submit signed declaration of financial distress to LL within 15 days of receiving an eviction Notice
  - \* **Rent accrued between September 1, 2020- January 31, 2021**
    - \* Tenants protected from eviction if
      - \* Tenants **timely** submit a signed declaration of financial distress each month **and**
      - \* Pays 25% of rent each month by January 31, 2021
      - \* Remaining 75% of rent can never be basis for an eviction
- \* Tenants are still liable for rent, and landlords can still collect on the rental debt.



# Tenant Relief Act Notice Requirements

- \* Any notice to pay rent or quit for rent accrued between covered time period of March 1, 2020 through January 31, 2021 must:
  - \* Provide **15 days** instead of 3 days' notice
  - \* Include a copy of a declaration of COVID-related financial distress for tenant to sign and return within the 15 days
  - \* Include information regarding tenant rights under this Act
  - \* No proof is required from the tenant, except if landlord shows tenant has income > 130% AMI
  - \* Be in the same language of the lease



# Tenant Relief Act

## Declaration of Financial Distress

1. Loss of income caused by COVID-19 pandemic
2. Increased out-of-pocket expenses directly related to performing essential work during COVID-19 pandemic
3. Increased expenses directly related to the health impact of COVID-19 pandemic
4. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member directly related to COVID-19 pandemic that limit ability to earn income.
5. Increased costs for care described above.
6. Other circumstances related to the COVID-19 pandemic that have reduced your income or increased your expenses



## DECLARATION OF COVID-19-RELATED FINANCIAL DISTRESS

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

I am currently unable to pay my rent or other financial obligations under the lease in full because of one or more of the following:

1. Loss of income caused by the COVID-19 pandemic.
2. Increased out-of-pocket expenses directly related to performing essential work during the COVID-19 pandemic.
3. Increased expenses directly related to health impacts of the COVID-19 pandemic.
4. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member directly related to the COVID-19 pandemic that limit my ability to earn income.
5. Increased costs for childcare or attending to an elderly, disabled, or sick family member directly related to the COVID-19 pandemic.
6. Other circumstances related to the COVID-19 pandemic that have reduced my income or increased my expenses.

Any public assistance, including unemployment insurance, pandemic unemployment assistance, state disability insurance (SDI), or paid family leave, that I have received since the start of the COVID-19 pandemic does not fully make up for my loss of income and/or increased expenses.

Signed under penalty of perjury: \_\_\_\_\_

Dated: \_\_\_\_\_



# Tenant Relief Act

“I missed the 15-day deadline!”

- \* Tenant should still return the declaration ASAP!
- \* Tenant may still file the COVID-19 financial hardship declaration within time to file Answer.
- \* Court will hold hearing to determine if mistake, excusable neglect, etc. resulted in tenant’s failure to submit declaration to landlord.



# Tenant Relief Act

## What happens next?

- \* **Tenants remain liable for any and all unpaid rent.**
- \* Landlords can sue for COVID rental debt in small claims court or in civil court.
- \* ALL nonpayment evictions filed between March 1, 2020 and January 31, 2021 are masked *regardless of outcome.*



# What if the county or city has different protections?

- \* Older ordinances remain in effect until they expire if they were passed before August 19, 2020.
- \* Repayment timelines from local ordinances still apply and must be completed by March 31, 2022.
- \* State eviction defenses apply after local ordinances expire.
- \* Local governments can still pass protective just cause measures



# Santa Clara County Eviction Moratorium

- \* **Who is covered:** Tenants who have lost substantial income or had substantial out-of-pocket medical costs because of COVID-19 or the public health response
- \* **Protections:** Covered tenants cannot be evicted for non-payment of rent, or for any no-fault reason through **August 31, 2020 (it was extended through November 30<sup>th</sup> or until the Governor's EO expired but preempted by new state protections under AB 3088)**
- \* **Paying back rent:**
  - \* **March 1, 2020 – August 31, 2020:** tenants who accrued rent during this period must pay back 50% within 6 months of the end of the moratorium (by February 28, 2021), and the full balance within 1 year of the end of the moratorium (by August 31, 2021)
  - \* **September 1, 2020 – January 31, 2020:** same as AB3088
    - \* Submit declaration within 15 days of Notice; pay 25% for each month by Jan 31, 2020
- \* Landlord may begin to recover all debts due in small claims court on **March 1, 2021**
- \* **Late Fees:** Landlords cannot charge or collect any interest or late fees for any rent deferred.
- \* **Tenant must:** notify the landlord that they have been financially affected by COVID-19 and provide documentation before the judgement is executed



# Tips and What to Look Out For

## Eviction Moratorium/AB-3088 Protection Screening

- How much is your rent?
- When last did you pay rent?
- How much did you pay?
- How did you pay your rent?
  - o Do you have any receipts?
- How much do you owe now?
- You haven't paid rent because you have experienced one of the following due to COVID-19 Pandemic:
  - o Loss income due to covid-19
  - o Increased out-of-pocket expenses from performing essential work during the pandemic
  - o Increased expenses directly related to health impacts of the pandemic
  - o Loss of income due to childcare responsibilities or caring for family member
  - o Increased costs for childcare or caring for a family member
  - o Other circumstances that have resulted in loss of income or increased expenses
- Have you informed your landlord of your inability to pay rent?
  - o When?
  - o How (verbally/in writing)?
- Have you entered into any agreement with your landlord to pay back owed rent?
  - o When?
  - o How (verbally/in writing)?
- Did you receive a Notice from your landlord?
- How did receive the Notice
  - o Verbal
  - o In Writing?
    - How? (e.g., text, email, letter?)
- What type of Notice did you receive? (e.g., 3DN, 15DN, 30DN, 60DN, 90DN?)
- What date did you receive the Notice?
- Did you receive any other documents from your landlord in addition to the Notice?



# UNLAWFUL DETAINERS (UD)

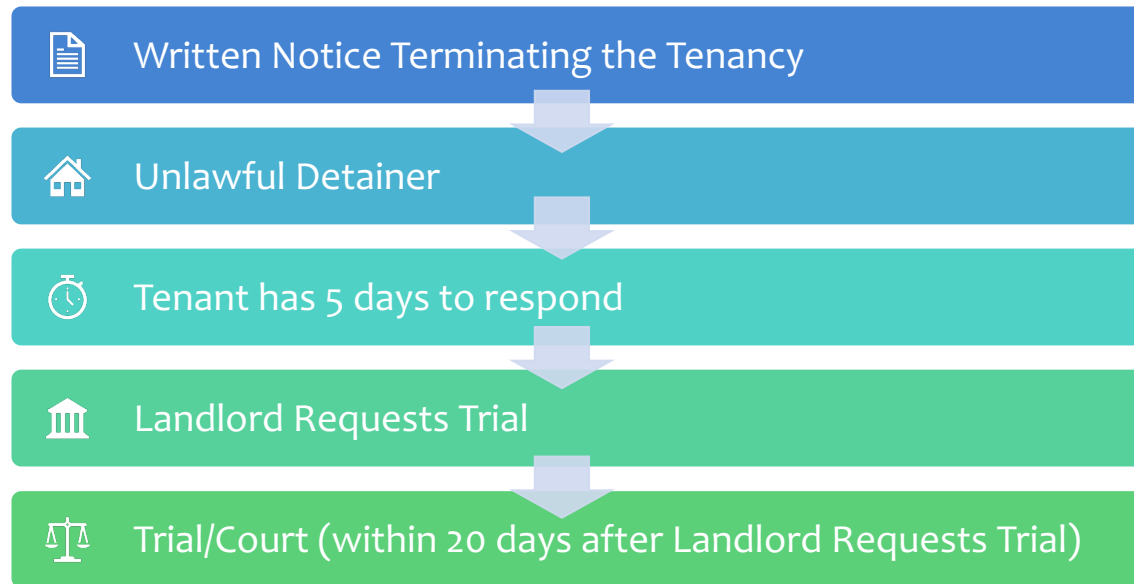
The California Eviction Lawsuit  
C.C.P. Sections 1159-1179a



**BAY AREA LEGAL AID**

WORKING TOGETHER FOR JUSTICE

# The Eviction Process



# Defendants' (Tenants') Steps in Unlawful Detainer Cases

**Step 1: Calculate the date that the Answer is Due**

**Step 2: Review the UD Summons and Complaint**

**Step 3: Review the Notice**

**Step 4: Complete the (1) Answer and (2) Fee Waiver**

**Step 5: Find someone to mail the Answer and sign Proof of Service**

**Step 6: (1) File the Answer and (2) Apply for a Fee Waiver**

**Step 7: Prepare for court**



**BAY AREA LEGAL AID**

WORKING TOGETHER FOR JUSTICE



# Step 1: Calculate the Deadline to File the Answer

## 1. Did the tenant receive court papers (Summons and Complaint)?

- \* Ask to find out if landlord filed an unlawful detainer case and started the eviction process
- \* How to find out: There will be official-looking forms that say Summons and a Complaint. Look for case number and court stamp.

## 2. When was tenant served with the court documents?

- \* Calculate deadline to respond: 5 Court Days! - Court days do not include weekends or judicial holidays





**Is your landlord trying to evict you?  
Have you received court papers for an “unlawful detainer”?**

It is important that you protect your rights. The first step to protecting yourself is to file an “Answer” in court after you get court papers for eviction. This packet will help you do that if you do not have or cannot get a lawyer. Review the instructions in this packet and complete your forms carefully.

**IMPORTANT DEADLINE: You only have 5 court days to file an Answer after you receive the court papers for eviction.**

**If you do not file an answer with the court before this deadline, your landlord can get a “default judgment” meaning you AUTOMATICALLY LOSE and the Sheriff can lock you out of your home.**

Date you received the court papers: \_\_\_\_\_

**+ 5 Court Days** (does not include weekends or court holidays)

**Your filing deadline = \_\_\_\_\_**

This online tool will help you determine your deadline:  
<https://www.lacourt.org/courtdatecalculator/ui/>

This self-help packet is provided for informational purposes only and it is not legal advice. Still try to file your answer if you think you missed the deadline. If you have missed your answer deadline or if your landlord has already gotten a

# Step 2: Review the UD Summons and Complaint

<b>SUMMONS</b> <b>(CITACIÓN JUDICIAL)</b> <b>UNLAWFUL DETAINER—EVICTION</b> <b>(RETENCIÓN ILÍCITA DE UN INMUEBLE—DESALOJO)</b>		<b>SUM-130</b> <small>FOR COURT USE ONLY</small> <small>(SOLO PARA USO DE LA CORTE)</small>
<b>NOTICE TO DEFENDANT:</b> <b>(AVISO AL DEMANDADO):</b> TERESA TENANT, TANIA TENANT, DOES 1-10 <b>YOU ARE BEING SUED BY PLAINTIFF:</b> <b>(LO ESTÁ DEMANDANDO EL DEMANDANTE):</b> LARRY LANDLORD		
<p><b>NOTICE!</b> You have been sued. The court may decide against you without your being heard unless you respond within 5 days. You have 5 DAYS, not counting Saturdays and Sundays and other judicial holidays, after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff.</p> <p>A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (<a href="http://www.courts.ca.gov/selfhelp">www.courts.ca.gov/selfhelp</a>), your county law library, or the courthouse nearest you. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.</p> <p>There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services website (<a href="http://www.lawhelpca.org">www.lawhelpca.org</a>), the California Courts Online Self-Help Center (<a href="http://www.courts.ca.gov/selfhelp">www.courts.ca.gov/selfhelp</a>), or by contacting your local court or county bar association.</p> <p><b>FEE WAIVER:</b> If you cannot pay the filing fee, ask the clerk for a fee waiver form. <b>NOTE:</b> The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.</p>	<p><b>¡AVISO!</b> Usted ha sido demandado. Si no responde dentro de 5 días, el tribunal puede emitir un fallo en su contra sin una audiencia. Una vez que le entreguen esta citación y papeles legales, solo tiene 5 DÍAS, sin contar sábado y domingo y otros días feriados del tribunal, para presentar una respuesta por escrito en este tribunal y hacer que se entregue una copia al demandante.</p> <p>Una carta o una llamada telefónica no lo protege. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (<a href="http://www.sucorte.ca.gov">www.sucorte.ca.gov</a>), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no presenta su respuesta a tiempo, puede perder el caso por falta de comparecencia y se le podrá quitar su sueldo, dinero y bienes sin más advertencia.</p> <p>Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (<a href="http://www.lawhelpcalifornia.org">www.lawhelpcalifornia.org</a>), en el Centro de Ayuda de las Cortes de California, (<a href="http://www.sucorte.ca.gov">www.sucorte.ca.gov</a>) o poniéndose en contacto con la corte o el colegio de abogados local.</p> <p><b>EXENCIÓN DE CUOTAS:</b> Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. <b>AVISO:</b> Por ley, la corte tiene derecho a reclamar las cuotas y los costos eventuales con un gravamen sobre cualquier cantidad de \$10,000 ó más recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desestimar el caso.</p>	

- \* Filed AFTER Notice expires
- \* Things to look for:
  - \* Case number
  - \* Name and Address of the Court
  - \* Plaintiff's/Plaintiff's Attorney's contact information

1. The name and address of the court is:  
*(El nombre y dirección de la corte es):* Pittsburg Superior Court  
 1000 Center Drive  
 Pittsburg, CA 9456

CASE NUMBER (número del caso):  
 PS20-0000

2. The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: *(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):*  
 Larry Landlord, 1234 Main Street, Pittsburg, CA 94565, (925) 888-8888



**SUMMONS**  
**(CITACIÓN JUDICIAL)**  
**UNLAWFUL DETAINER—EVICTION**  
**(RETENCIÓN ILÍCITA DE UN INMUEBLE—DESALOJO)**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:**  
**(AVISO AL DEMANDADO):**

**Teresa Tenant, Does 1-10**

**YOU ARE BEING SUED BY PLAINTIFF:**  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

**Larry Landlord**

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 5 days. You have 5 DAYS, not counting Saturdays and Sundays and other judicial holidays, after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff.

A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courts.ca.gov/selfhelp](http://www.courts.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services website ([www.lawhelpca.org](http://www.lawhelpca.org)), the California Courts Online Self-Help Center ([www.courts.ca.gov/selfhelp](http://www.courts.ca.gov/selfhelp)), or by contacting your local court or county bar association.

**FEE WAIVER:** If you cannot pay the filing fee, ask the clerk for a fee waiver form. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

*¡AVISO! Usted ha sido demandado. Si no responde dentro de 5 días, el tribunal puede emitir un fallo en su contra sin una audiencia. Una vez que le entreguen esta citación y papeles legales, solo tiene 5 DÍAS, sin contar sábado y domingo y otros días feriados del tribunal, para presentar una respuesta por escrito en este tribunal y hacer que se entregue una copia al demandante.*

*Una carta o una llamada telefónica no lo protege. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no presenta su respuesta a tiempo, puede perder el caso por falta de comparecencia y se le podrá quitar su sueldo, dinero y bienes sin más advertencia.*

*Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados local.*

**EXENCIÓN DE CUOTAS:** Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos con un gravamen sobre cualquier cantidad de \$10,000 ó más recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desestimar el caso.

1. The name and address of the court is:  
(El nombre y dirección de la corte es):

**Downtown Superior Court, 191 N. First Street, San Jose, CA 95113**

2. The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

**Larry Landlord, 1234 Main Street, San Jose, CA 95112 (555) 555-5555**

CASE NUMBER (número del caso):

**20CV555555**

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: <b>Larry Landlord</b> FIRM NAME: STREET ADDRESS: <b>1234 Main Street</b> CITY: <b>San Jose</b> STATE: <b>CA</b> ZIP CODE: <b>95112</b> TELEPHONE NO.: <b>555-555-5555</b> FAX NO.: <b>555-555-5555</b> EMAIL ADDRESS: ATTORNEY FOR (name):	STATE BAR NUMBER:	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>Santa Clara</b> STREET ADDRESS: <b>101 N. First Street</b> MAILING ADDRESS: <b>101 N. First Street</b> CITY AND ZIP CODE: <b>San Jose 95113</b> BRANCH NAME: <b>Limited Civil</b>		
PLAINTIFF: <b>Larry Landlord</b> DEFENDANT: <b>Teresa Tenant</b> <input checked="" type="checkbox"/> DOES 1 TO 10		
COMPLAINT—UNLAWFUL DETAINER* <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Amendment Number):		CASE NUMBER: <b>20CV555555</b>
Jurisdiction (check all that apply): <input checked="" type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input checked="" type="checkbox"/> does not exceed \$10,000. <input type="checkbox"/> exceeds \$10,000 but does not exceed \$25,000. <input type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint (check all that apply): <input type="checkbox"/> from unlawful detainer to general unlimited civil (possession not in issue). <input type="checkbox"/> from limited to unlimited. <input type="checkbox"/> from unlawful detainer to general limited civil (possession not in issue). <input type="checkbox"/> from unlimited to limited.		

## 1. PLAINTIFF (name each):

**Larry Landlord**

alleges causes of action against DEFENDANT (name each):

**Teresa Tenant, Does 1 - 10**

2. a. Plaintiff is (1)  an individual over the age of 18 years. (4)  a partnership.  
(2)  a public agency. (5)  a corporation.  
(3)  other (specify):
- b.  Plaintiff has complied with the fictitious business name laws and is doing business under the fictitious name of (specify):
3. a. The venue is the court named above because defendant named above is in possession of the premises located at (street address, apt. no., city, zip code, and county):  
**5555 Sample Way, San Jose, CA 95113**
- b. The premises in 3a are (check one)  
(1)  within the city limits of (name of city): **San Jose**  
(2)  within the unincorporated area of (name of county):
- c. The premises in 3a were constructed in (approximate year): **1985**
4. Plaintiff's interest in the premises is  as owner  other (specify):
5. The true names and capacities of defendants sued as Does are unknown to plaintiff.

\* NOTE: Do not use this form for evictions after sale (Code Civ. Proc., § 1161a).

PLAINTIFF: DEFENDANT:	CASE NUMBER:
--------------------------	--------------

6. a. On or about (date): September 1, 2019  
defendant (name each):  
Teresa Tenant
- (1)  agreed to rent the premises as a  month-to-month tenancy  other tenancy (specify):  
(2)  agreed to pay rent of \$ 1,500 payable  monthly  other (specify frequency):  
(3)  agreed to pay rent on the  first of the month  other day (specify):
- b. This  written  oral agreement was made with  
(1)  plaintiff. (3)  plaintiff's predecessor in interest.  
(2)  plaintiff's agent. (4)  Other (specify):
- c.  The defendants not named in item 6a are  
(1)  subtenants.  
(2)  assignees.  
(3)  Other (specify):
- d.  The agreement was later changed as follows (specify):
- e.  A copy of the written agreement, including any addenda or attachments that form the basis of this complaint, is attached and labeled Exhibit 1. (Required for residential property, unless item 6f is checked. See Code Civ. Proc., § 1166.)
- f.  (For residential property) A copy of the written agreement is not attached because (specify reason):  
(1)  the written agreement is not in the possession of the landlord or the landlord's employees or agents.  
(2)  this action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)).
7. The tenancy described in 6 (complete (a) or (b))  
a.  is not subject to the Tenant Protection Act of 2019 (Civil Code, § 1946.2). The specific subpart supporting why tenancy is exempt is (specify):  
b.  is subject to the Tenant Protection Act of 2019.
8. (Complete only if item 7b is checked. Check all applicable boxes.)  
a.  The tenancy was terminated for at-fault just cause (Civil Code, § 1946.2(b)(1)).  
b.  The tenancy was terminated for no-fault just cause (Civil Code, § 1946.2(b)(2)) and the plaintiff (check one)  
(1)  waived the payment of rent for the final month of the tenancy, before the rent came due, under section 1946.2(d)(2), in the amount of \$  
(2)  provided a direct payment of one month's rent under section 1946.2(d)(3), equaling \$  
to (name each defendant and amount given to each):
- c.  Because defendant failed to vacate, plaintiff is seeking to recover the total amount in 8b as damages in this action.
9. a.  Defendant (name each): Teresa Tenant
- was served the following notice on the same date and in the same manner:
- (1)  3-day notice to pay rent or quit (5)  3-day notice to perform covenants or quit  
(not applicable if item 7b checked)  
(2)  30-day notice to quit (6)  3-day notice to quit under Civil Code, § 1946.2(c)  
Prior required notice to perform covenants served (date):  
(3)  60-day notice to quit (7)  Other (specify): 15-Day Notice  
(4)  3-day notice to quit

PLAINTIFF: DEFENDANT:	CASE NUMBER:
--------------------------	--------------

9. b. (1) On (date): October 15, 2020 the period stated in the notice checked in 9a expired at the end of the day.  
 (2) Defendants failed to comply with the requirements of the notice by that date.  
 c. All facts stated in the notice are true.  
 d.  The notice included an election of forfeiture.  
 e.  A copy of the notice is attached and labeled Exhibit 2. (Required for residential property. See Code Civ. Proc., § 1166. When Civil Code, § 1946.2(c), applies and two notices are required, provide copies of both.)  
 f.  One or more defendants were served (1) with the prior required notice under Civil Code, § 1946.2(c), (2) with a different notice, (3) on a different date, or (4) in a different manner, as stated in Attachment 10c. (Check item 10c and attach a statement providing the information required by items 9a–e and 10 for each defendant and notice.)
10. a.  The notice in item 9a was served on the defendant named in item 9a as follows:  
 (1)  By personally handing a copy to defendant on (date): October 1, 2020  
 (2)  By leaving a copy with (name or description):  
 a person of suitable age and discretion, on (date): \_\_\_\_\_ at defendant's  
 residence  business AND mailing a copy to defendant at defendant's place of residence  
 on (date): \_\_\_\_\_ because defendant cannot be found at defendant's residence or usual place of business.  
 (3)  By posting a copy on the premises on (date): \_\_\_\_\_  
 AND giving a copy to a person found residing at the premises AND mailing a copy to defendant at the premises  
 on (date): \_\_\_\_\_  
 (a)  because defendant's residence and usual place of business cannot be ascertained OR  
 (b)  because no person of suitable age or discretion can be found there.  
 (4)  (Not for 3-day notice; see Civil Code, § 1946, before using) By sending a copy by certified or registered mail  
 addressed to defendant on (date): \_\_\_\_\_  
 (5)  (Not for residential tenancies; see Civil Code, § 1953, before using) In the manner specified in a written  
 commercial lease between the parties
- b.  (Name): \_\_\_\_\_  
 was served on behalf of all defendants who signed a joint written rental agreement.
- c.  Information about service of notice on the defendants alleged in item 9f is stated in Attachment 10c.  
 d.  Proof of service of the notice in item 9a is attached and labeled Exhibit 3.
11.  Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.  
 12.  At the time the 3-day notice to pay rent or quit was served, the amount of rent due was \$ \_\_\_\_\_  
 13.  The fair rental value of the premises is \$ 50.00 per day.  
 14.  Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure section 1174(b). (State specific facts supporting a claim up to \$600 in Attachment 14.)  
 15.  A written agreement between the parties provides for attorney fees.  
 16.  Defendant's tenancy is subject to the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage):  
 San Jose's Tenant Protection Ordinance, May 2017

Plaintiff has met all applicable requirements of the ordinances.

17.  Other allegations are stated in Attachment 17.  
 18. Plaintiff accepts the jurisdictional limit, if any, of the court.

PLAINTIFF: DEFENDANT:	CASE NUMBER:
--------------------------	--------------

**19. PLAINTIFF REQUESTS**

- a. possession of the premises.
- b. costs incurred in this proceeding:
- c.  past-due rent of \$ 3,000
- d.  reasonable attorney fees.
- e.  forfeiture of the agreement.
- f.  damages in the amount of waived rent or relocation assistance as stated in item 8: \$
- g.  damages at the rate stated in item 13 from date: October 16, 2020 for each day that defendants remain in possession through entry of judgment.
- h.  statutory damages up to \$800 for the conduct alleged in item 14.
- i.  other (specify):

20.  Number of pages attached (specify): 3

**UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400–6415)**

21.  (Complete in all cases.) An unlawful detainer assistant  did not  did for compensation give advice or assistance with this form. (If declarant has received any help or advice for pay from an unlawful detainer assistant, complete a–f.)

- a. Assistant's name:
- b. Street address, city, and zip code:
- c. Telephone no.:
- d. County of registration:
- e. Registration no.:
- f. Expires on (date):

Date: 10/20/2020

Larry Landlord  
\_\_\_\_\_  
(TYPE OR PRINT NAME)

▶ \_\_\_\_\_  
(SIGNATURE OF PLAINTIFF OR ATTORNEY)

**VERIFICATION**

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 10/20/2020

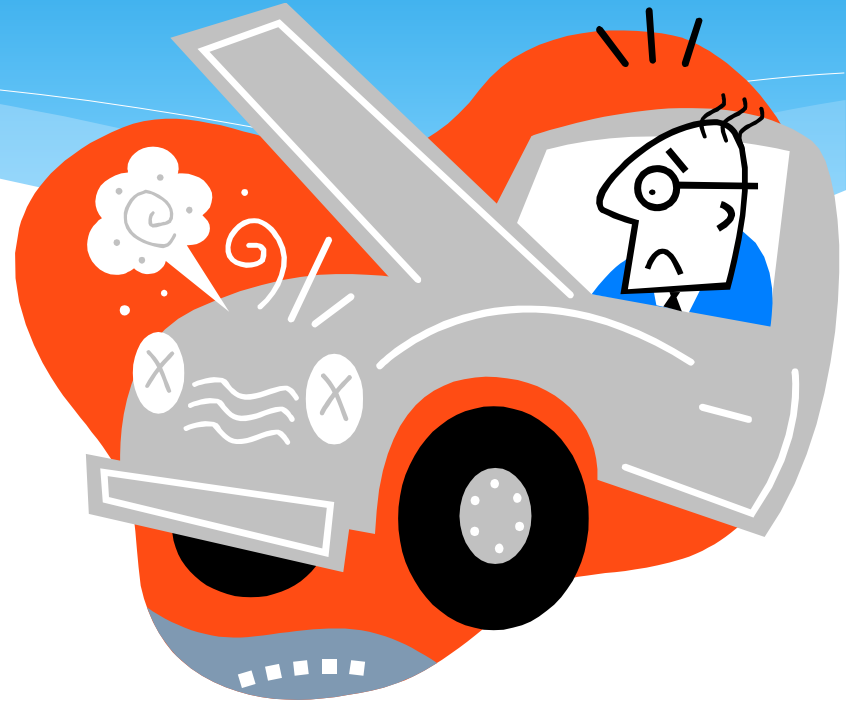
Larry Landlord  
\_\_\_\_\_  
(TYPE OR PRINT NAME)

▶ \_\_\_\_\_  
(SIGNATURE OF PLAINTIFF)



# Step 3: Review the Notice

**Defective  
Notice = Illegal  
Notice**



**GO BACK TO START**



**BAY AREA LEGAL AID**

WORKING TOGETHER FOR JUSTICE

# STEP 4: COMPLETE THE ANSWER

## How to Use BayLegal's Answer Packet

- \* Coversheet
- \* Sample Summons and Complaint
- \* Answer Guide (Instructions and Affirmative Defenses)
- \* Annotated Forms: Answer, Fee Waiver, Proof of Service
- \* Blank Forms to Fill Out and File with the Court



# Tips for Filling Out the Answer

- \* Make sure you have the Summons and Complaint
- \* Use BayLegal's Answer Guide for explanations of Affirmative Defenses
- \* All **named** defendants must answer (can file one *Answer* for multiple defendants – all must sign!).
- \* Make at least 3 copies of the Answer



ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: <u>YOUR NAME(S)</u> FIRM NAME: STREET ADDRESS: <u>YOUR STREET ADDRESS</u> CITY: <u>CITY</u> STATE: <u>CA</u> ZIP CODE: <u>ZIP CODE</u> TELEPHONE NO.: <u>YOUR PHONE NUMBER</u> FAX NO.: EMAIL ADDRESS: <u>YOUR EMAIL ADDRESS</u> ATTORNEY FOR (name): <u>Defendant in pro per</u>	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <u>YOUR COUNTY</u> STREET ADDRESS: <u>Court's Address</u> MAILING ADDRESS: <u>(copy it from the bottom of pg. 1 of the "Summons"</u> CITY AND ZIP CODE: <u>SUM-130 form)</u> BRANCH NAME: <u>YOUR LANDLORD'S NAME (copy it from top of the Summons)</u> PLAINTIFF: <u>YOUR NAME(S) (copy it from the top of the Summons)</u> DEFENDANT: <u>YOUR NAME(S) (copy it from the top of the Summons)</u>	
<b>ANSWER—UNLAWFUL DETAINER</b>	CASE NUMBER: <u>YOUR CASE NUMBER</u> <u>(copy it exactly from the Summons)</u>

1. Defendant (each defendant for whom this answer is filed must be named and must sign this answer unless his or her attorney signs):

YOUR NAME(S) (copy it exactly as it is written at the top of the Summons)

answers the complaint as follows:

Look at #19 on page 3 of the Complaint. If the amount is under \$1,000, check

2. Check **ONLY ONE** of the next two boxes: box A. If it is over \$1,000 then check box B.
- a.  Defendant generally denies each statement of the complaint. (Do not check this box if the complaint demands more than \$1,000.)
- b.  Defendant admits that all of the statements of the complaint are true EXCEPT
- (1) defendant claims the following statements of the complaint are false (state paragraph numbers from the complaint or explain below or, if more room needed, on form MC-025):  Explanation is on MC-025, titled as Attachment 2b(1).  
 Look at the Complaint and list which numbers from #1 to #19 have information that you know is false. Common examples: 1, 9, 10, 11, 12, 14.  
**\*\*\* IF YOU CHECKED 2(b), DO NOT LEAVE THIS SECTION BLANK! \*\*\***
- (2) defendant has no information or belief that the following statements of the complaint are true, so defendant denies them (state paragraph numbers from the complaint or explain below or, if more room needed, on form MC-025):  Explanation is on MC-025, titled as Attachment 2b(2).  
 Look at the Complaint and list which numbers from #1 to #19 you are not sure are true or false.  
 Common examples: 2, 4, 7, 8, 13, 15, 16.  
**\*\*\* IF YOU CHECKED 2(b), DO NOT LEAVE THIS SECTION BLANK! \*\*\***
3. AFFIRMATIVE DEFENSES (NOTE: For each box checked, you must state brief facts to support it in item 3m (page 2) or, if more room needed, on form MC-025.) \* LOOK AT THE AFFIRMATIVE DEFENSES GUIDE TO KNOW WHICH BOXES TO CHECK
- a.  (Nonpayment of rent only) Plaintiff has breached the warranty to provide habitable premises.
- b.  (Nonpayment of rent only) Defendant made needed repairs and properly deducted the cost from the rent, and plaintiff did not give proper credit.
- c.  (Nonpayment of rent only) On (date): before the notice to pay or quit expired, defendant offered the rent due but plaintiff would not accept it.
- d.  Plaintiff waived, changed, or canceled the notice to quit.
- e.  Plaintiff served defendant with the notice to quit or filed the complaint to retaliate against defendant.
- f.  By serving defendant with the notice to quit or filing the complaint, plaintiff is arbitrarily discriminating against the defendant in violation of the Constitution or the laws of the United States or California.
- g.  Plaintiff's demand for possession violates the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage):  
 (Also, briefly state in item 3m the facts showing violation of the ordinance.)

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: <u>YOUR NAME(S)</u> FIRM NAME: STREET ADDRESS: <u>YOUR STREET ADDRESS</u> CITY: <u>CITY</u> STATE: <u>CA</u> ZIP CODE: <u>ZIP CODE</u> TELEPHONE NO.: <u>YOUR PHONE NUMBER</u> FAX NO.: EMAIL ADDRESS: <u>YOUR EMAIL ADDRESS</u> ATTORNEY FOR (name): <u>Defendant in pro per</u>	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <u>YOUR COUNTY</u> STREET ADDRESS: <u>Court's Address</u> MAILING ADDRESS: <u>(copy it from the bottom of pg. 1 of the "Summons"</u> CITY AND ZIP CODE: <u>SUM-130 form)</u> BRANCH NAME: <u>YOUR LANDLORD'S NAME (copy it from top of the Summons)</u> PLAINTIFF: <u>YOUR NAME(S) (copy it from the top of the Summons)</u> DEFENDANT: <u>YOUR NAME(S) (copy it from the top of the Summons)</u>	
<b>ANSWER—UNLAWFUL DETAINER</b>	CASE NUMBER: <u>YOUR CASE NUMBER</u> <u>(copy it exactly from the Summons)</u>

1. Defendant (each defendant for whom this answer is filed must be named and must sign this answer unless his or her attorney signs):

YOUR NAME(S) (copy it exactly as it is written at the top of the Summons)

answers the complaint as follows:

Look at #19 on page 3 of the Complaint. If the amount is under \$1,000, check

2. Check **ONLY ONE** of the next two boxes: box A. If it is over \$1,000 then check box B.
- a.  Defendant generally denies each statement of the complaint. (Do not check this box if the complaint demands more than \$1,000.)
- b.  Defendant admits that all of the statements of the complaint are true EXCEPT
- (1) defendant claims the following statements of the complaint are false (state paragraph numbers from the complaint or explain below or, if more room needed, on form MC-025):  Explanation is on MC-025, titled as Attachment 2b(1).  
 Look at the Complaint and list which numbers from #1 to #19 have information that you know is false. Common examples: 1, 9, 10, 11, 12, 14.  
**\*\*\* IF YOU CHECKED 2(b), DO NOT LEAVE THIS SECTION BLANK! \*\*\***
- (2) defendant has no information or belief that the following statements of the complaint are true, so defendant denies them (state paragraph numbers from the complaint or explain below or, if more room needed, on form MC-025):  Explanation is on MC-025, titled as Attachment 2b(2).  
 Look at the Complaint and list which numbers from #1 to #19 you are not sure are true or false.  
 Common examples: 2, 4, 7, 8, 13, 15, 16.  
**\*\*\* IF YOU CHECKED 2(b), DO NOT LEAVE THIS SECTION BLANK! \*\*\***
3. AFFIRMATIVE DEFENSES (NOTE: For each box checked, you must state brief facts to support it in item 3m (page 2) or, if more room needed, on form MC-025.) \* LOOK AT THE AFFIRMATIVE DEFENSES GUIDE TO KNOW WHICH BOXES TO CHECK
- a.  (Nonpayment of rent only) Plaintiff has breached the warranty to provide habitable premises.
- b.  (Nonpayment of rent only) Defendant made needed repairs and properly deducted the cost from the rent, and plaintiff did not give proper credit.
- c.  (Nonpayment of rent only) On (date): before the notice to pay or quit expired, defendant offered the rent due but plaintiff would not accept it.
- d.  Plaintiff waived, changed, or canceled the notice to quit.
- e.  Plaintiff served defendant with the notice to quit or filed the complaint to retaliate against defendant.
- f.  By serving defendant with the notice to quit or filing the complaint, plaintiff is arbitrarily discriminating against the defendant in violation of the Constitution or the laws of the United States or California.
- g.  Plaintiff's demand for possession violates the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage):  
 (Also, briefly state in item 3m the facts showing violation of the ordinance.)

CASE NUMBER:

YOUR CASE NUMBER

3. h.  Plaintiff's demand for possession is subject to the Tenant Protection Act, Civil Code section 1946.2 or 1947.12, and is not in compliance with the act. (Check all that apply and briefly state in item 3m the facts that support each.)
- (1)  Plaintiff failed to state a just cause for termination of tenancy in the written notice to terminate.
- (2)  Plaintiff failed to provide an opportunity to cure any alleged violations of terms and conditions of the lease (other than payment of rent) as required under Civ. Code, § 1946.2(c).
- (3)  Plaintiff failed to comply with the relocation assistance requirements of Civ. Code, § 1946.2(d).
- (4)  Plaintiff has raised the rent more than the amount allowed under Civ. Code, § 1946.12, and the only unpaid rent is the unauthorized amount.
- (5)  Plaintiff violated the Tenant Protection Act in another manner that defeats the complaint.
- i.  Plaintiff accepted rent from defendant to cover a period of time after the date the notice to quit expired.
- j.  Plaintiff seeks to evict defendant based on an act against defendant or a member of defendant's household that constitutes domestic violence, sexual assault, stalking, human trafficking, or abuse of an elder or a dependent adult. (This defense requires one of the following: (1) a temporary restraining order, protective order, or police report that is not more than 180 days old; OR (2) a signed statement from a qualified third party (e.g., a doctor, domestic violence or sexual assault counselor, human trafficking caseworker, or psychologist) concerning the injuries or abuse resulting from these acts.)
- k.  Plaintiff seeks to evict defendant based on defendant or another person calling the police or emergency assistance (e.g., ambulance) by or on behalf of a victim of abuse, a victim of crime, or an individual in an emergency when defendant or the other person believed that assistance was necessary.
- l.  Other affirmative defenses are stated in item 3m.
- m. (Provide facts for each item checked above, either below, or, if more room needed, on form MC-025):
- Description of facts is on MC-025, filed as Attachment 3m.

**REMINDER:** [Click here to download the Affirmative Defenses Guide.](#)

Use the Affirmative Defenses Guide included in this packet to know which boxes to check in #3. We recommend filling out this form side-by-side with the Guide.

**DON'T FORGET** to complete the Attachments (number): 3M on the MC-025 forms after the signature page!

CASE NUMBER:  
**YOUR CASE NUMBER**

## 4. OTHER STATEMENTS

- a.  Defendant vacated the premises on (date):
- b.  The fair rental value of the premises alleged in the complaint is excessive (explain below or, if more room needed, on form MC-025):  
 Explanation is on MC-025, titled as Attachment 4b.  
 The fair rental value of the premises is excessive if the landlord is in breach of the warranty of habitability.
- c.  Other (specify below or, if more room needed, on form MC-025 in attachment):  
 Other statements are on MC-025, titled as Attachment 4c.

## 5. DEFENDANT REQUESTS

- a. that plaintiff take nothing requested in the complaint.
- b. costs incurred in this proceeding.
- c.  reasonable attorney fees.
- d.  that plaintiff be ordered to (1) make repairs and correct the conditions that constitute a breach of the warranty to provide habitable premises and (2) reduce the monthly rent to a reasonable rental value until the conditions are corrected.
- e.  Other (specify below or on form MC-025):  
 All other requests are stated on MC-025, titled as Attachment 5e.

Relief from forfeiture and any such other relief as the court may deem just and proper.

6. Number of pages attached: **# of pages****UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400-6415)**7. (Must be completed in all cases.) An unlawful detainer assistant  did not  did for compensation give advice or assistance with this form. (If defendant has received any help or advice for pay from an unlawful detainer assistant, state):

- a. assistant's name: b. Telephone number:
- c. Street address, city, and zip code:
- d. County of registration: e. Registration number: f. Expiration date:

(Each defendant for whom this answer is filed must be named in item 1 and must sign this answer unless his or her attorney signs.)

**PRINT YOUR NAME(S)**

(TYPE OR PRINT NAME)

**SIGN YOUR NAME(S) & sign AGAIN below**

(SIGNATURE OF DEFENDANT OR ATTORNEY)

**2nd Defendant's Name (if applicable)**

(TYPE OR PRINT NAME)

**2nd Defendant's Signature (if applicable)**

(SIGNATURE OF DEFENDANT OR ATTORNEY)

**VERIFICATION**

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the defendant in this proceeding and have read this answer. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Date: **TODAY'S DATE****PRINT YOUR NAME(S)**

(TYPE OR PRINT NAME)

**SIGN YOUR NAME(S) AGAIN**

(SIGNATURE OF DEFENDANT)

SHORT TITLE: _____	CASE NUMBER: _____
-----------------------	-----------------------

ATTACHMENT (Number): \_\_\_\_\_

(This Attachment may be used with any Judicial Council form.)

\_\_\_\_\_ 3.a The landlord failed to make the following repairs despite knowing I needed these repairs:

## Defective Walls, Floors, or Weather Protection:

\_\_\_\_\_ Falling plaster \_\_\_\_\_ Damp walls \_\_\_\_\_ Broken windows \_\_\_\_\_ Holes in ceiling/walls  
 \_\_\_\_\_ Ceiling leaks \_\_\_\_\_ Peeling Paint \_\_\_\_\_ Windows/doors leak \_\_\_\_\_ Broken or defective floors  
 \_\_\_\_\_ Doors/windows lack locks, or are otherwise not secure  
 \_\_\_\_\_ Floor covering in dangerous condition \_\_\_\_\_ Mold or Mildew  
 Other: \_\_\_\_\_

## Defective Plumbing (Gas, Water Supply, or Sewage System):

\_\_\_\_\_ Leaky pipes for: \_\_\_\_\_ gas \_\_\_\_\_ water \_\_\_\_\_ sewage disposal  
 \_\_\_\_\_ Drains clogged in: \_\_\_\_\_ kitchen sink \_\_\_\_\_ bath sink \_\_\_\_\_ shower/tub  
 \_\_\_\_\_ Toilet defective: \_\_\_\_\_ won't flush \_\_\_\_\_ broken/leaks \_\_\_\_\_ clogged  
 \_\_\_\_\_ Lack of hot/cold running water in: \_\_\_\_\_ bathroom \_\_\_\_\_ kitchen  
 \_\_\_\_\_ Sewage backs up in: \_\_\_\_\_ kitchen sink \_\_\_\_\_ bath sink \_\_\_\_\_ shower/tub  
 \_\_\_\_\_ No hot water \_\_\_\_\_ Unsafe hot water  
 Other: \_\_\_\_\_

## Defective Electrical Lights, Wiring, and Related Equipment:

\_\_\_\_\_ Lights do not work \_\_\_\_\_ Switches do not work \_\_\_\_\_ Plugs do not work  
 \_\_\_\_\_ Exposed wiring \_\_\_\_\_ Switches or outlets lack safe cover plates  
 Other: \_\_\_\_\_

## Defective Heating or Cooking Facilities:

\_\_\_\_\_ Not enough or inconsistent heat \_\_\_\_\_ No heat – Heater broken  
 \_\_\_\_\_ Heating system unsafe \_\_\_\_\_ Air conditioning broken  
 \_\_\_\_\_ Stove/oven does not work \_\_\_\_\_ Stove/oven unsafe  
 Other: \_\_\_\_\_

## Unsafe or Unsanitary Conditions in Unit or in Common Areas

\_\_\_\_\_ Pest/Vermin infestation: \_\_\_\_\_ Roaches; \_\_\_\_\_ Rats; \_\_\_\_\_ Mice; \_\_\_\_\_ Termites \_\_\_\_\_ Bedbugs \_\_\_\_\_  
 \_\_\_\_\_ Trash bins inadequate/unclean/not emptied often enough  
 \_\_\_\_\_ Stairs or railings broken/unsafe \_\_\_\_\_ Inadequate lighting or security  
 \_\_\_\_\_ Unsafe paving/tripping hazards \_\_\_\_\_ Missing or defective smoke detectors \_\_\_\_\_ Building not  
 properly maintained \_\_\_\_\_ Structural defects in building

\_\_\_\_\_ Other \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_ 3.b. I (we) owe less rent because I (we) paid for and deducted from the rent the cost of the following repairs:  
 \_\_\_\_\_  
 \_\_\_\_\_

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

Page 1 \_\_\_\_\_ of 5 \_\_\_\_\_

(Add pages as required)



SHORT TITLE:	CASE NUMBER:
--------------	--------------

ATTACHMENT (Number): \_\_\_\_\_

(This Attachment may be used with any Judicial Council form.)

\_\_\_\_ 3.c. On [DATE] \_\_\_\_\_, I (we) offered the rent due to the landlord.

\_\_\_\_ 3.d. Waiver:

\_\_\_\_ (1) On or about [DATE] \_\_\_\_\_, rent was accepted for a period extending beyond the expiration of the termination notice.

\_\_\_\_ (2) Landlord failed to serve me (us) with prior written notice that the alleged conduct would be grounds for eviction. In the past, Landlord didn't have a problem with these issues.

\_\_\_\_ (3) The landlord otherwise changed or canceled the eviction notice by: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_ 3.e. Retaliation: The landlord is retaliating against me (us) for asserting my (our) rights because:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_ 3.f. Discrimination:

\_\_\_\_ (1) The landlord is evicting me because of my household's: \_\_\_\_ Race/Ethnicity; \_\_\_\_ Familial Status  
 \Children; \_\_\_\_ Immigration Status/Citizenship

\_\_\_\_ Religion; \_\_\_\_ Gender/Sex; \_\_\_\_ Sexual Orientation/Gender Expression/Identity ;

\_\_\_\_ Marital Status; \_\_\_\_ Disability (Physical or Mental); \_\_\_\_ Source of Income;

\_\_\_\_ Sexual Harassment; \_\_\_\_ Veteran Status; \_\_\_\_ National Origin/Ancestry

\_\_\_\_ Arbitrary traits: \_\_\_\_\_

\_\_\_\_ (2) The landlord is discriminating against me because of my disability/medical condition. The symptoms of my disability are related to the reason why I am being evicted, I am requesting/ have requested a reasonable accommodation, and the landlord has denied or failed to respond to my request.

\_\_\_\_ 3.g. I'm covered by a local rent or eviction control ordinance and Landlord violated the local rent or eviction control ordinance by: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_ 3.h. My home is subject to the Tenant Protection Act, Civil Code 1946.2 or 1947.12 and Landlord failed to comply with the Act.

\_\_\_\_ (5) Landlord has not notified my household of the protections of AB 1482 as required in Civil Code §1946.2(f).

\_\_\_\_ (5a) Landlord violated the Tenant Protection Act in some other way that defeats the complaint:

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_ 3.i. I(we) paid \$ \_\_\_\_\_ in rent to landlord on [DATE] \_\_\_\_\_ that covered rent through [DATE] \_\_\_\_\_, after the notice to quit expired.

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

Page 2 of 5

(Add pages as required)

SHORT TITLE:	CASE NUMBER:
--------------	--------------

ATTACHMENT (Number): \_\_\_\_\_

*(This Attachment may be used with any Judicial Council form.)*

\_\_\_\_\_ 3.j. Landlord seeks to evict me/member of my household based on domestic violence, sexual assault, human trafficking, or abuse of an elder or dependent adult and I have a copy of one of the following:

- \_\_\_\_\_ Temporary restraining order that was issued less than 180 days ago
- \_\_\_\_\_ Protective order that was issued less than 180 days ago
- \_\_\_\_\_ Police Report that was made less than 180 days ago
- \_\_\_\_\_ Statement from a qualified third party (for example, doctor, domestic violence/sexual assault counselor, human trafficking caseworker, or psychologist)

\_\_\_\_\_ 3.k. Landlord seeks to evict me based on myself or another person contacting emergency services. On [DATE] \_\_\_\_\_, I/or another person contacted emergency services believing it was necessary to protect from abuse/crime.

\_\_\_\_\_ 3.l (A) The Notice is defective and unlawful because:

- \_\_\_\_\_ (1) It did not comply with applicable local, state, or federal law.
- \_\_\_\_\_ (2) It was not stated in the alternative to pay or quit.
- \_\_\_\_\_ (3) It did not adequately describe the address of the premises.
- \_\_\_\_\_ (4) I got the notice before the rent was late.
- \_\_\_\_\_ (5) It demanded rent more than one year past due.
- \_\_\_\_\_ (6) It includes a late charge or other improper charges that are not rent.
- \_\_\_\_\_ (7) It did not state the address and phone number for the person to pay, or the days and time for payment to fix the problem.
- \_\_\_\_\_ (8) It demands more rent than I/we owe or does not state the amount owed or when it was due.
- \_\_\_\_\_ (9) It includes rent based on an improper rent increase during a state of emergency. Cal. Penal Code §396
- \_\_\_\_\_ (10) Landlord raised rent by over 10% and failed to give a 90 day notice. Cal. Civil Code § 827
- \_\_\_\_\_ (11) It did not unequivocally demand possession of the unit.
- \_\_\_\_\_ (12) It was based on an alleged violation of the lease, but did not give the required opportunity to cure the breach.
- \_\_\_\_\_ (13) It was not served in the manner required by law.
- \_\_\_\_\_ (14) It demanded rent and did not allow 15 days to pay.

\_\_\_\_\_ 3.l (B) The complaint for unlawful detainer was filed in court before the date the termination or eviction notice expired

\_\_\_\_\_ 3.l (C) Plaintiff listed on the Summons is not the proper person/party to bring this eviction action because:

- \_\_\_\_\_ (1) This case was filed by an agent of the owner who is not the real party in interest and is not authorized to bring this action.
- \_\_\_\_\_ (2) Landlord is a corporation, or other business entity, and is not represented by an attorney. A corporation, or other business entity, cannot represent itself.

*(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)*

Page 3 \_\_\_\_\_ of 5 \_\_\_\_\_

*(Add pages as required)*

SHORT TITLE:	CASE NUMBER:
--------------	--------------

ATTACHMENT (Number): \_\_\_\_\_

*(This Attachment may be used with any Judicial Council form.)*

\_\_\_\_\_ 3.I.(D) Special rules/laws apply because my home is a below market rate ("BMR") unit, or part of a federally subsidized housing program (e.g., public housing, Section 8), or has a federally-backed mortgage.

\_\_\_\_\_ (1) Landlord failed to comply with the CARES Act requirements by:

\_\_\_\_\_ failing to provide at least 30 days' notice

\_\_\_\_\_ issuing a notice before the CARES Act eviction moratorium on July 24, 2020

\_\_\_\_\_ issuing a notice or initiating an eviction while the property is in forbearance

\_\_\_\_\_ (2) The notice of termination is defective in that it:

\_\_\_\_\_ demanded rent that was owed by the Housing Authority, not by me.

\_\_\_\_\_ is based on rent that is not properly calculated based on my income.

\_\_\_\_\_ fails to state the grounds for termination in enough detail to permit preparation of a defense.

\_\_\_\_\_ fails to give 90-days' notice

\_\_\_\_\_ was not served concurrently on the housing authority.

\_\_\_\_\_ Landlord does not have good cause for the eviction; allegations are not true.

\_\_\_\_\_ Landlord failed to notify defendant of the right to request a hearing or failed to make the grievance procedure available.

\_\_\_\_\_ Landlord failed to comply with applicable provisions of federal law.

\_\_\_\_\_ 3.I. (H) Mobile Home Tenancies I/we live in a mobile home park and:

\_\_\_\_\_ Landlord failed to give a 60 day notice terminating the tenancy.

\_\_\_\_\_ Landlord failed to state specific or permissible reason for eviction in notice(s).

\_\_\_\_\_ Landlord failed to provide a written lease to defendant(s).

\_\_\_\_\_ Landlord failed to provide a copy of Mobile Home Residency Law.

\_\_\_\_\_ Landlord failed to provide notice to legal and/or registered owners.

\_\_\_\_\_ Notice does not comply with requirements of the Mobile Home Residency Law.

\_\_\_\_\_ Other: \_\_\_\_\_

\_\_\_\_\_ 3.I.(I) AB 3088 COVID-19 Tenant Relief Act of 2020:

\_\_\_\_\_ (1) Landlord is trying to evict me in order to "substantially remodel" and Landlord is seeking to get me/ us out before February 1, 2021 in violation of Code of Civil Proc § 1179.03.5(a)(3)(A)(ii)

\_\_\_\_\_ (4e) The notice fails to include required information about my COVID-19 related rights.

\_\_\_\_\_ (5) Landlord did not provide me with an unsigned copy of a declaration of COVID-19 related financial hardship.

\_\_\_\_\_ (7) Landlord cannot evict me because I provided a self-declaration of COVID-19 financial hardship for the covered period March 1, 2020 through August 31, 2020

\_\_\_\_\_ (8) Landlord cannot evict me before February 1, 2021 because I (we) provided a self-declaration of COVID-19 financial hardship for the period September 1, 2020 through January 31, 2021, and I (we) have or are prepared to pay 25% of the rent on or before January 31, 2021.

\_\_\_\_\_ (12) Landlord is evicting me based on an agreement that tries to waive my protections under the COVID-19 Tenant Relief Act of 2020.

\_\_\_\_\_ 3.I.(J) COVID-19 Moratorium: This rental unit is subject to federal, state, and local moratorium laws relating to evictions due to the COVID-19 crisis enacted before or after the filing of this response.

*(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)*

Page 4 of 5

*(Add pages as required)*

SHORT TITLE: _____	CASE NUMBER: _____
-----------------------	-----------------------

ATTACHMENT (Number): \_\_\_\_\_

*(This Attachment may be used with any Judicial Council form.)*

\_\_\_\_\_ 3.I.(K) Other:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)*

Page 5 of 5  
*(Add pages as required)*

# STEP 4: COMPLETE THE FEE WAIVER

## \* Questions to Ask:

- Does Tenant receive government benefits (i.e. CalFresh, SSI, Medi-Cal)?
- How many people live in household who share costs of food, rent, utilities, etc.?
- How much are tenant's expenses and income?



# STEP 5: Find someone to mail the Answer and sign Proof of Service

- \* Someone who is not a party must serve a copy of the Answer to the Landlord by U.S. Mail
  - \* This could be a case manager!
  - \* Mail Answer to address listed on Summons and Complaint
- \* Sign Proof of Service Form (POS-030)
  - \* Must be filed with the Court



THE PERSON WHO FILLS OUT THIS DOCUMENT (CALLED THE "SERVER"): 1. CANNOT BE THE DEFENDANT(S) OR PLAINTIFF(S) IN THIS CASE, 2. MUST BE OVER THE AGE OF 18, AND 3. MUST MAIL THE DOCUMENTS LISTED IN 3.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Write Defendant(s) full name exactly as written on Summons (SUM-130)  
Write Defendant(s) street address

TELEPHONE NO.: \_\_\_\_\_ FAX NO. (Optional): \_\_\_\_\_

E-MAIL ADDRESS (Optional): \_\_\_\_\_

ATTORNEY FOR (Name): Write "In Pro Per"

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF**

STREET ADDRESS: \_\_\_\_\_  
MAILING ADDRESS: Write the court address and branch name  
CITY AND ZIP CODE: \_\_\_\_\_  
BRANCH NAME: \_\_\_\_\_

PETITIONER/PLAINTIFF: Write Plaintiff's full name exactly as written on SUM-130

RESPONDENT/DEFENDANT: Write Defendant's full name(s) exactly as written on SUM-130

**PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL**

CASE NUMBER: Write the case number here

(Do not use this Proof of Service to show service of a Summons and Complaint.)

1. I am over 18 years of age and not a party to this action. I am a resident of or employed in the county where the mailing took place.

2. My residence or business address is: \_\_\_\_\_  
Write the address here of the person mailing the documents listed in 3.

Write date that documents will be mailed

3. On (date): \_\_\_\_\_ I mailed from (city and state): \_\_\_\_\_  
the following documents (specify): Write the city and state where documents will be mailed

Check box 4a. — follow instructions

Write the name of each document that will be mailed by the server  
- For example: Answer (UD-105) , Proof of Service (POS-030)

The documents are listed in the Attachment to Proof of Service by First-Class Mail—Civil (Documents Served) (form POS-030(D)).

4. I served the documents by enclosing them in an envelope and (check one):  
a.  depositing the sealed envelope with the United States Postal Service with the postage fully prepaid.  
b.  placing the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

5. The envelope was addressed and mailed as follows:  
a. Name of person served: Write Plaintiff's or Plaintiff's Attorney's name here  
b. Address of person served: \_\_\_\_\_

Write Plaintiff's or Plaintiff's Attorney's name and address here. The information to be included here is located on page 1 of the Summons (SUM-130), paragraph 2.

The name and address of each person to whom I mailed the documents is listed in the Attachment to Proof of Service by First-Class Mail—Civil (Persons Served) (POS-030(P)).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: Write the date server is signing this document

The server prints name here

The server signs here

(TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)

(SIGNATURE OF PERSON COMPLETING THIS FORM)

# Step 6: File the Answer and Fee Waiver

- ✓ Tenant must file documents with the Court at the clerk's window
  - \* Answer
  - \* Fee waiver
  - \* Proof of Service
- ✓ **Reminder: Check the hours that the clerk's window is open**





# STEP 7: PREPARE FOR COURT

- Generally, tenants will receive a notice of trial in the mail.
- Tenants should keep an eye on their mailbox!
  - If they have concerns about your mail, they can call the court clerk to find out their trial date
- Make copies of important documents
- Consider contacting Bay Area Legal Aid



# Tips and Tricks!

- \* Spell each name exactly as it appears on the summons and complaint (even if it is misspelled!)
- \* The tenant should file the answer even if they are worried that they missed the 5-day deadline
- \* What if the tenant doesn't know what happened at trial or if there was a trial?
  - \* Tenant should go to clerk's window to get a copy of any documents in file.



# Questions?

**Legal Advice Line: 800-551-5554**  
**Monday through Thursday**  
**9AM – 1PM**



**BAY AREA LEGAL AID**

WORKING TOGETHER FOR JUSTICE