

LEGAL SERVICES *of* NORTHERN CALIFORNIA

ANSWER TO EVICTION (UNLAWFUL DETAINER)

INSTRUCTION PACKET



www.LSNC.net

DISCLAIMER: This handout is intended to provide accurate, general information regarding legal rights relating to Unlawful Detainer in California. Because laws and legal procedures are subject to frequent change and differing interpretations, LSNC cannot ensure the information in this fact sheet is current nor be responsible for any use to which it is put. This is not legal advice. Do not rely on this information without consulting an attorney or the appropriate agency about your rights in your particular situation. This information is current as of the date of publication, April 2024.

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A NOTE ABOUT USING THESE FORMS ONLINE VS. ON PAPER

Legal Services of Northern California created this Instruction Packet in an online version and a paper version. There are a few differences between the online and the paper packet.

If you are using these forms online:

- There are links throughout the instruction packet. The links may jump you to the blank forms or to an external website with more information. To return to your previous spot, you will need to scroll back to it.
- Some fields in the fillable forms are linked. For example, this means that if you fill in your case number on one page, your case number will auto-fill on all the other pages.
- If you type your answers into the forms online, you can print from your browser. You can also download the PDF and save or email the forms to yourself. You might need to do this if you do not have a printer. Your local library or community resource center may be able to help you with this process.

If you are using the paper packet and filling out these forms by hand:

- It may be easiest to make three separate piles before you get started:
 - Pile 1 – the court eviction papers you got
 - Pile 2 – the instruction packet
 - Pile 3 – the blank forms, which start on page 26 of this packet
- Keep your forms in order as you fill them out. This will make it easier when it is time to make copies.

INTRODUCTION

You need this packet if you received court eviction papers. The eviction papers are the *Summons and Complaint* for Unlawful Detainer (eviction).

“Eviction” and “Unlawful Detainer” are the same thing. Sometimes evictions are called “UDs,” which is short for Unlawful Detainers.

Tenants must respond to eviction papers by filing legal papers in court. The tenant’s papers are called the “*Answer*.” The *Answer* is where the tenant states their legal defenses and objections to the *Complaint*. You must file an *Answer* in order to get before the judge.

The *Answer* must be filed within **5 court days** of being served with the papers. (See the instructions for counting court days on page 6 of this packet.)**

“File your papers” means that you take your papers to the court and give them to the civil court clerk.

To file an *Answer*, all you have to do is:

Fill out the forms attached to this packet. We will show you how.

Ask for a copy of the *Fee Waiver* and *Order on Fee Waiver* instruction packet or [click here](#).

Follow the instructions in the “Checklist: What Do I Do with My Papers After I Fill Them Out?” section of this packet.

**WHAT IF YOU MISSED THE FIVE-DAY FILING DEADLINE?

- If you do not file your *Answer* by the 5th day, on the 6th day, and any day after that, your landlord can file a *Request to Enter Default*. If granted by the court, this means your landlord wins the whole case.
- But, you can still file your *Answer*, even after the 5th day, **if your landlord has not filed a *Request to Enter Default*.**

If you are in this situation, call or go to the court right away and ask the court clerk if your landlord filed a *Request to Enter Default*.

- You will need to tell the clerk your case number and case name.
- If there is no *Default* on file, file your *Answer* immediately.
- If there is a *Default*, ask Legal Services for a copy of our *Default* and/or *Stay* packet(s).

THE EVICTION PAPERS, OR *SUMMONS* AND *COMPLAINT*

The "*Summons*"

- Names you, the tenants, as the "Defendants," the people who are defending themselves.
- Names your landlord or manager as the "Plaintiff," the person who filed the eviction case;
- Shows your case number; ***and***
- Names your landlord's lawyer if they have one.
- Sometimes the *Summons* names people as defendants even if they don't live there. Everyone whose name is on the *Summons* as a defendant should file an *Answer*. If they do not, they risk having a court judgment entered against them.
- **If your name is NOT listed on the *Summons*, there are risks to filing an *Answer* and you should seek legal advice before filing.**

The "*Complaint*"

- The *Complaint* is the set of court forms where the landlord tells their side of the story, and
- Asks the judge to order you to move out.
- The *Complaint* may also ask the judge to order you to pay back rent, court costs and attorney's fees.
- It may also ask for "Damages." Damages means the amount of money the landlord is asking the court to order you pay to the landlord. It does not mean that you are accused of causing damage to the rental home.

The "*Mandatory Cover Sheet and Supplemental Allegations*"

- Your landlord must file a *Mandatory Cover Sheet and Supplemental Allegations* form.

WHEN DO I HAVE TO FILE MY ANSWER?

You must file your *Answer* within **5 court days** after the day you were served with the *Summons* and *Complaint*. The 5 days start the **day after** you are served with the *Summons and Complaint*.

"Served" means "getting" the papers. Someone might hand the papers to you. You might get the papers in the mail. The papers might be posted on your door.

You count every day the court is open. **DO NOT include weekends or court holidays.** Even if you get the *Summons and Complaint* at night, count the very next court day as the first day. There might be a court holiday within this five-day period. Do not count court holidays. If the 5th day falls on a court holiday, you must file your *Answer* on the next day the court is open.

Here is an example of how to figure out what day to file your answer. If you are served Monday, you count Tuesday as day 1, Wednesday as day 2, Thursday as day 3, Friday as day 4, and Monday as day 5.

SUN	MON	TUES	WED	THURS	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14

Diagram illustrating the 5 court days for filing an answer when served on Monday. The calendar shows days 1 through 7. A callout labeled "SERVED" points to Monday (day 2). A callout labeled "FILE ANSWER" points to Monday (day 5).

If Friday is a court holiday, you count Tuesday as day 1, Wednesday as day 2, Thursday as day 3, Monday as day 4, and Tuesday as day 5.

SUN	MON	TUES	WED	THURS	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14

Diagram illustrating the 5 court days for filing an answer when served on Monday, with Friday being a court holiday. The calendar shows days 1 through 14. A callout labeled "SERVED" points to Monday (day 2). A callout labeled "COURT HOLIDAY" points to Friday (day 6). A callout labeled "FILE ANSWER" points to Tuesday (day 5).

WHAT FORMS DO I NEED?

Blank forms are attached to this packet.

- [Answer – Unlawful Detainer \(UD-105\)](#)

All defendants can do one *Answer* together, as long as ALL defendants sign it. Do this only if all defendants have the same legal defenses. Each defendant can also file their own *Answer*.

- [Attachment 3t](#)

This form is optional. You can find *Attachment 3t* at the back of the blank forms section of this packet. If you decide to use *Attachment 3t*, you must file it with your *Answer*.

- [Proof of Service by First Class Mail – Civil \(POS-030\)](#)

Only one *Proof of Service* form is needed if all defendants file one *Answer* together. Each Defendant who files their own *Answer* must also do a separate *Proof of Service*.

Ask for a Fee Waiver Instruction Packet or [click here](#).

- [FW-001 Request to Waive Court Fees**](#)

- [FW-003 Order on Court Fee Waiver**](#)

** The court charges defendants to file an *Answer*. **But**, if you are low-income or can't pay the filing fee and pay for your basic needs, you should fill out the Fee Waiver forms. Many people qualify for a fee waiver. This means you will not have to pay a filing fee to file your forms. All defendants must file their own *Fee Waivers* and *Orders* separately.

WHERE DO I FILE MY PAPERS?

It depends on where your case was filed. **You must file your Answer papers at the same court where your case was filed.** You can find the name and address of the right court on the *Summons* you were served. This picture is at the bottom of page 1 of the *Summons*.

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

This is where you will find the name and address of the Court where you will file your Answer and attend your hearing.

CASE NUMBER (*número de caso*):

This is where you find your case number.

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):*

This is where you will find the name and address of your landlord or your landlord's attorney if they are represented. This is also the person who has to be served a copy of your Answer.

Page 1 of 2

Form Adopted for Mandatory Use
Judicial Council of California
SUM-130 (Rev. January 1, 2024)

SUMMONS—EVICTON
(Unlawful Detainer / Forcible Detainer / Forcible Entry)

Code of Civil Procedure, §§ 412.20, 415.45, 1167
www.courts.ca.gov

FORMS WITH INSTRUCTIONS

Blank *Answer* forms can be found after these instructions or at <https://selfhelp.courts.ca.gov/eviction-tenant/respond>.

TO DO:

- Get the papers you were served – the *Summons* and *Complaint* and the *Mandatory Cover Sheet and Supplemental Allegations*. You will need information from these papers to fill out your own forms.
- Use the Blank Forms at the end of this packet to prepare your *Answer*.
- Start filling out your papers now.
- Read the “Forms with Instructions” section of this packet. There are pictures of the forms included in the instructions. These pictures have additional information and tips to help you fill out your own *Answer*.

Some of the pictures of the forms tell you what to write in the fillable boxes or what box to check.

1. Defendant (*all defendants for whom this answer is filed must be named and must sign this answer unless their attorney signs*):

Write in the names of all defendants (including yourself) who will also be signing this Answer with you.

answers the complaint as follows.

Other pictures give you tips, like how to know which attachment pages should be counted.

6. Number of pages attached: _____

If you filled out and attached any pages to your Answer, like attachment 3t, write the number of pages you are stapling to your Answer.

REMEMBER: Type or print neatly in black or blue ink only!

You might not have a defense to the eviction case. But, you should still file an answer with the court clerk within five court days of getting the complaint. This will prevent your landlord from winning the case against you because you did not respond. It may also give you some more time to move.

INSTRUCTIONS: ANSWER – UNLAWFUL DETAINER (UD-105)

ANSWER - PAGE 1

You don't have to **prove** your side of the story until your trial. When you fill out your *Answer*, you are telling your landlord and the judge what **you will try to prove** at trial.

Fill out the numbered parts of the blank *Answer* form clipped to this packet by:

- Following the instructions below and
- Using the pictures of the forms with notes on them as a guide

HOW TO FILL OUT A CAPTION

- **Copy the information from the Summons you were served EXACTLY, even if the names are wrong or misspelled.**
- Refer to the *Summons* for all the information you need to fill out the caption box.
- The “Plaintiff” is the person suing you – like your landlord or property management company.
- The “Defendant” is you.
- Fill the caption out the same for the *Answer* and *Proof of Service*.

UD-105

ATTORNEY OR PARTY WITHOUT ATTORNEY		STATE BAR NUMBER:	FOR COURT USE ONLY Write in a reliable mailing address. Make sure you use an address where you can receive mail about this case.
NAME: Write in your name and the names of all defendants filing this Answer.			
FIRM NAME:			
STREET ADDRESS: Write in your mailing address.			
CITY: Write in your city.	STATE: CA	ZIP CODE: Write in your zip code.	
TELEPHONE NO.: Write in a reliable phone number.	FAX NO.:		
E-MAIL ADDRESS: Write in your email address, if you have one.			
ATTORNEY FOR (name): In Pro Per			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Write the County where the case is filed.			
STREET ADDRESS: Write in the address of the court as it is listed in the Complaint.			
MAILING ADDRESS: Write in the address of the court as it is listed in the Complaint.			
CITY AND ZIP CODE: Write in the city and zip code of the court as it is listed in the Complaint.			
BRANCH NAME: Write in the branch of the court as listed in the complaint.			
PLAINTIFF: Write in Plaintiff's name as written on the Complaint			
DEFENDANT: Write in Defendant's name as written on the Complaint.			
ANSWER—UNLAWFUL DETAINER		CASE NUMBER: Copy your case number from the Complaint.	

Leave State Bar Number, Firm Name, and Fax Number blank.

ITEM 1 - DEFENDANT

Write in the names of all defendants who are filing this *Answer* together.

1. Defendant (all defendants for whom this answer is filed must be named and must sign this answer unless their attorney signs):

Write in the names of all defendants (including yourself) who will also be signing this Answer with you.

answers the complaint as follows.

ITEM 2 - DENIALS

Check ONLY ONE of the next two boxes -

answers the complaint as follows:

Check this box if your landlord demands less than \$1000.

2. DENIALS (Check ONLY ONE of the next two boxes.)

a. General Denial (Do not check this box if the complaint demands more than \$1,000.)

Defendant generally denies each statement of the complaint and of the Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer (form UD-101).

Check this box if your landlord demands more than \$1000.

b. Specific Denials (Check this box and complete if the complaint demands more than \$1,000.)

Defendant admits that all of the statements of the complaint and of the Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer (form UD-101) are true EXCEPT:

If you were served with the form Complaint - Unlawful Detainer (UD-100):

- Look at box 19 (4th page). Add the amounts in boxes c, f, and h. Use the spaces below to help you calculate the amount of damages your landlord is asking for:

- c - past due rent of \$ _____
- f - damages in the amount of waived rent or relocation assistance as stated in item 8: \$ _____
- h - statutory damages up to \$600 for the conduct alleged in item 14.
- Total: \$ _____

If you were served with a *Complaint* that has line numbers 1-28 on the left side:

- Look at the section of the *Complaint* that has the "Relief" or "Prayer for Relief". Add the unpaid rent and "damages" your landlord is requesting.

If this amount is \$1,000 or less, check box 2a and skip to the instructions on page 11. Follow the instructions on page 13 for Page 2 - Item 3. If this amount is more than \$1,000, continue to the instructions for box 2

ITEM 2B

b. If the *Complaint* demands **more** than \$1,000, check box 2b. Provide information in sections 1 and/or 2 below.

1. Look at the *Complaint*. If you disagree with any of the information on these papers, fill in the information in sections a and/or b under **Denial of Allegations in Complaint**:

a. You must write the number of each paragraph of the *Complaint* you think is **false**. Example: If you disagree with the amount of rent due stated on the *Complaint*, Box 10, you write: 10.

b. If you don't know whether a paragraph in the *Complaint* is true or false, write in the number of that paragraph under box 2b(2). Example: You can write in: 1a; 1b; 3, if you don't know if the information on the *Complaint* is right.

(1) **Denial of Allegations in Complaint (Form UD-100 or Other Complaint for Unlawful Detainer)**

(a) 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 form MC-025, titled as Attachment 2b(1)(a).

Only write here if you checked box 2b(1)(a).

Write in the number of the paragraph(s) of the Complaint you think are false.

(b) 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 form MC-025, titled as Attachment 2b(1)(b).

Only write here if you checked box 2b(1)(b).

Write in the number of the paragraph(s) of the Complaint that you do not know are true or false.

1. Look at the *Mandatory Cover Sheet and Supplemental Allegations - Unlawful Detainer* (form UD-101). These papers will be with the *Complaint*. If you disagree with any of the information on this form, fill in the information in sections a, b, and/or c, under **Denial of Allegations in Mandatory Cover Sheet and Supplemental Allegations - Unlawful Detainer** listed under section 2(b)(2) on the Answer Form.

a. If you did not receive the *Mandatory Cover Sheet and Supplemental Allegations - Unlawful Detainer* (form UD-101) with the *Complaint*, check box a under section 2(b)(2) of the UD-105 Answer Form. If you do not check box a, you must complete boxes b and/or c under section 2(b)(2).

- b. If any of the statements on the Mandatory Cover Sheet and Supplemental Allegations form are false, check box 2(b)(2)(b) and write the number of each paragraph on the Mandatory Cover Sheet and Supplemental Allegations form that is false. Example: You can write in: 3d; 4.

Check this box if you were not served the *Mandatory Cover Sheet and Supplemental Allegations Form*

- (2) **Denial of Allegations in Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer (form UD-101)**
- (a) Defendant did not receive plaintiff's *Mandatory Cover Sheet and Supplemental Allegations* (form UD-101). (If not checked, complete (b) and (c), as appropriate.)
- (b) Defendant claims the following statements on *Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101) are false (state paragraph numbers from form UD-101 or explain below or, if more room needed, on form MC-025): Explanation is on form MC-025, titled as Attachment 2b(2)(b).

Only write under this section if you checked box 2b(2)(b). Make sure to write in the number of the paragraphs that are false.

(page 2)

- a. You might not know if a paragraph in the *Mandatory Cover Sheet and Supplemental Allegations - Unlawful Detainer* (form UD-101) is true or false. If that happens, write in the number of that paragraph under box 2b(2)(c).

Example: You can write in: 3a; 3c; 4 if you don't know if the information on the *Supplemental Allegations* form is right.

UD-105

PLAINTIFF: DEFENDANT:	CASE NUMBER:
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2. b. (2) (c) Defendant has no information or belief that the following statements on *Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101) are true, so defendant denies them (state paragraph numbers from form UD-101 or explain below or, if more room needed, on form MC-025):
- Explanation is on form MC-025, titled as Attachment 2b(2)(c).

Only write under this section if you checked box 2b(2)(c). Make sure to write in the number of the paragraph(s) that you do not know are true or false.

ANSWER - PAGE 2

On the top of the form (above the line), write your case number.

ITEM 3 - DEFENSES AND OBJECTIONS

Now is the time to think about your defenses to the eviction. Read this section completely **BEFORE** checking any of these boxes. Follow along on *Attachment 3t*. These defenses and objections are listed on the *Answer* form (3a-t). The defenses and objections continue onto page 4 of the *Answer*. You'll find descriptions of the Defenses and Objections on the next several pages.

UD-105

PLAINTIFF: DEFENDANT:	CASE NUMBER:
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2. b. (2) (c) Defendant has no information or belief that the following statements on *Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101) are true, so defendant denies them (state paragraph numbers from form UD-101 or explain below or, if more room needed, on form MC-025):

Explanation is on form MC-025, titled as Attachment 2b(2)(c).

Review pages 14-17 of this instruction packet for more information about each of the Objections and Defenses found on pages 2-4 of the Answer.

3. DEFENSES AND OBJECTIONS (NOTE: For each box checked, state paragraph numbers from form UD-101 or explain below or, if more room is needed, on form MC-025. You can learn more about the defenses and objections at [eviction.htm](#).)

You can use Attachment 3t in the blank forms section to include additional facts for any of the boxes you check under section 3- Defenses and Objections.

- a. (Nonpayment of rent only) Plaintiff has breached the lease.
- 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. (Nonpayment of rent only) Plaintiff's demand for possession is based on nonpayment of rent due more than one year ago.
- e. Plaintiff waived, changed, or canceled the notice to quit.
- f. Plaintiff served defendant with the notice to quit or filed the complaint to retaliate against defendant.
- g. 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.
- h. 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 3t the facts showing violation of the ordinance.)
- i. Plaintiff's demand for possession is subject to the Tenant Protection Act of 2019, 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 3t 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 Civil Code section 1946.2(c).
 - (3) Plaintiff failed to comply with the relocation assistance requirements of Civil Code section 1946.2(d).
 - (4) Plaintiff has raised the rent more than the amount allowed under Civil Code section 1947.12, and the only unpaid rent is the unauthorized amount.

*(this is only a partial screen capture of page 2 of the Answer.)

- a. Habitability/Repairs.** You can check this box if you did not pay rent **because** the condition of your home is dangerous to your health or safety **and** your landlord did not make necessary repairs. *You can only check this box if your landlord served you a notice for non-payment of rent.* For more information, visit https://landlordtenant.dre.ca.gov/resources/guidebook/gb09_dealingwith.html#conditions
See Attachment 3t. - Defense 3a.
- b. Repair and Deduct.** You can check this box if you did not pay rent **because** the condition of your home is dangerous to your health or safety **and** your landlord did not make necessary repairs after you notified the landlord **and** you made the repairs and deducted the cost from your rent, but your landlord did not give you credit. *You can only check this box if your landlord served you a notice for non-payment of rent.* For more information, visit https://landlordtenant.dre.ca.gov/resources/guidebook/gb09_dealingwith.html#deduct
See Attachment 3t. - Defense 3b.
****NOTE:** For (a) and (b), you must convince the judge you do not owe the full rent because of the dangerous or unhealthy condition of your home. If the judge agrees with you, they will decide how much rent you do owe. You will lose your case if you can't pay the reduced amount of rent that the judge says you owe.
- c. Landlord Refused Rent Within the Notice Period.** You can check this box if you offered your landlord the full rent money demanded **during** the three-day period of the notice, but your landlord refused to accept it. Write in the date that you offered to pay the rent. For more information, visit <https://landlordtenant.dre.ca.gov/resources/guidebook/index.html>
See Attachment 3t- Defense 3c
- d. Three-Day Eviction Notice Demands Rent from Over One Year Ago.** You can check this box if the Eviction Notice you received from your landlord includes rent due from over one year after the Notice expires. *Example:* The Three-Day Eviction Notice expires on February 15, 2024 but includes rent due from January 2023.
See Attachment 3t- Defense 3d.
- e. Landlord Canceled the Eviction Notice.** You can check this box if your landlord has done something to change or cancel the 3-day, 15-day, 30-day, 60-day, or 90-day notice. For example: your landlord told you to forget about the 3-day notice or that you could pay rent later in the month. For more information, visit <https://landlordtenant.dre.ca.gov/resources/guidebook/index.html>
See Attachment 3t. - Defense 3e.

- f. **Retaliation.** You can check this box if you believe that your landlord is evicting you **because** you exercised a right you have as a tenant. Some of your rights include requesting repairs, calling the Health Department or Police Department, starting a tenants' association, or exercising some other right that is protected by state or federal law. For more information, visit https://landlordtenant.dre.ca.gov/resources/guidebook/gb11_terminations.html.
See *Attachment 3t. - Defense f.*
- g. **Discrimination.** You can check this box if you believe your landlord is evicting you **because** you belong to a certain protected class. Some examples of protected classes are race, disability, sexual orientation, and age. For more information about housing discrimination and all of the protected classes, visit <https://calcivilrights.ca.gov/housing/>. If you are being evicted for discriminatory reasons, you can file a complaint with California's Civil Rights Department. You can review CRD's complaint process here <https://calcivilrights.ca.gov/ComplaintProcess/>.
See *Attachment 3t. - Defense g.*
- h. **Rent Control.** You can check this box if you believe your landlord has acted in a way that breaks your local city or county rent control laws. For more information, visit https://landlordtenant.dre.ca.gov/resources/guidebook/gb15_appendix2.html.
See *Attachment 3t. - Defense 3h.*
- i. **The property is subject to the TENANT PROTECTION ACT.** California law limits how much a landlord can increase most tenant's rent and limits the reasons for termination once the tenant has lived there for more than a year. The protections also mean that many renters can only be evicted for 'just cause' reasons. For more information, visit <https://lsnc.net/housing/new-california-limits-when-landlord-can-evict-renters>.
See *Attachment 3t. - Defense i.*
- j. **Landlord Took Your Rent.** You can check this box if your landlord accepted your rent payment *after* your termination notice expired. For example: Your landlord gave you a 30-day notice that expired on May 10th. On May 1, you gave your landlord full rent for May. Your landlord deposited your rent check. For more information, visit https://landlordtenant.dre.ca.gov/resources/guidebook/gb11_terminations.html.
See *Attachment 3t. - Defense j.*
- k. **Domestic Violence, Sexual Assault, Stalking, Human Trafficking, Elder Abuse.** You can check this box if you think your landlord is evicting you **because** you or a member of your household was a victim of domestic violence, sexual assault, stalking, human trafficking, or elder abuse. You will need to bring evidence with you to court, which could be a copy of

a temporary restraining order, protective order, or police report that is not more than 180 days old, or a statement from a third party such as a doctor or counselor. The document must name you or your household member as the protected party or a victim of these crimes. If the abuse was committed by a person who lives in the household, you should check box (k)(2) and ask the court to evict only that person, and allow you to stay in the housing. For more information, visit

https://landlordtenant.dre.ca.gov/resources/guidebook/gb10_movingout.html#special.

See *Attachment 3t. - Defense k.*

- i. Calling the police or other emergency services.** You can check this box if you believe your landlord is evicting you **because** you or another person called for emergency services on behalf of a victim of abuse or a crime, or a person who needed emergency services. For more information, visit

https://landlordtenant.dre.ca.gov/resources/guidebook/gb10_movingout.html#special.

See *Attachment 3t. - Defense*

- m. Plaintiff's demand for possession is based on nonpayment of rent or other financial obligations and you can check at least one of the boxes in this section.**

See *Attachment 3t. - Defense m.*

1. You can check this box if your landlord has received or has a pending application for rental assistance from a governmental rental assistance program or other source related to the amount in the notice to pay rent or quit.
2. You can check this box if your landlord has received or has a pending application for rental assistance from a governmental rental assistance program or other source for any rent that has added up since they served you the notice to pay rent or quit.
3. You can check this box if your landlord's complaint is based only on late fees because you did not pay your landlord within 15 days of when you received the governmental rental assistance you applied for.

(page 3)

- n. Plaintiff violated the COVID-19 Tenant Relief Act of 2020 or a local COVID-19 related eviction ordinance in some other way.** You should include facts about this in item 3t or in *Attachment 3t.*

See *Attachment 3t. - Defense n.*

- o. The property is covered by the federal CARES Act and Plaintiff did not provide 30 days' notice to vacate.** The property is covered by the CARES act if it is federally subsidized housing or the landlord has a federally backed loan.
See Attachment 3t - Defense o for information about what properties may be covered under section o.
- p. Plaintiff improperly applied payments made by defendant.** This applies if your landlord applied your security deposit to rent, or applied a monthly rental payment to rent that was due between March 1, 2020, and September 30, 2021, other than to the prospective month's rent without your written agreement.
See Attachment 3t. - Defense p.
- q. Plaintiff refused to accept payment from a third party for rent due.** Check this box if your eviction for nonpayment of rent happened because your landlord refused to accept payment from someone else on your behalf, such as a rental assistance program, a county welfare department, a family member, etc.
See Attachment 3t. - Defense q.
- r. Defendant is a person with a disability and plaintiff refused to provide a reasonable accommodation.** Check this box if you are a person with a disability and you requested a reasonable accommodation from your landlord, but your landlord refused your request. You can read more about reasonable accommodations at <https://www.disabilityrightsca.org/publications/fact-sheet-disability-based-housing-discrimination>.
See Attachment 3t. - Defense r.
- s. Other defenses and objections.** You can check this box if you have other defenses that are not already included on the *Answer*. You must provide details to the court by filling out box 3t or by attaching additional information.
See Attachment 3t - Defense 3s (lists other common defenses and objections.)

ANSWER – PAGE 3

Now, check all the defenses listed in the *Complaint* and on *Attachment 3t* that you think apply to you.

t. Facts supporting defenses and objections

You need to write the facts that support the boxes for items 3a – 3t that you checked. You need to identify the facts for each item by its letter. You can do this by going through *Attachment 3t* and checking all sections that apply to your case.

- s. Other defenses and objections are stated in item 3t.
- t. (Provide facts for each item checked above, either below or, if more room needed, on form MC-025):
 Description of facts or defenses are on form MC-025, titled as Attachment 3t.

Use *Attachment 3t* to provide more details or information to the Court about any of the Defenses or Objections you checked above.

Only fill out the pages of *Attachment 3t* that match the boxes you checked. You only need to attach those pages to your *Answer*.

You only need to attach the *Attachment 3t* pages that you use. For example, if you only check box 3f because your landlord retaliated against you, you can use *Attachment 3t* - f to write in any facts you want to tell the Court. Make sure you then include *Attachment 3t* - f with your *Answer* when you file your paperwork with the Court.

If you use *Attachment 3t*, make sure to write in your case number for every page you use.

26		
27		
28		
Attachment 3t Defense 3a	Case Number: _____	Page ____ of ____

ITEM 4 – OTHER STATEMENTS

4a. If you moved out, check this box, and write in the date that you moved out.

4. OTHER STATEMENTS

- a. Defendant vacated the premises on (date): If you already moved out, write in the date you moved out.

Note: There may be other defenses and objections under the law that are not listed here or in *Attachment 3t*. An attorney can review your paperwork and help determine if you have other defenses or objections based on the facts of your case and current law. You can contact your local bar association’s lawyer referral service or the California State Bar lawyer referral service to find a private attorney to review your case.

4b. If your rent is too high because of serious health, safety, or repair problems and you are listing those problems on *Attachment 3t*, check this box and write in: See *Attachment 3t, Defenses and Objections - 3a*. If you are NOT using *Attachment 3t*, write the problems in the space in box 4b.

4. OTHER STATEMENTS

- a. Defendant vacated the premises on (date): If you already moved out, check this box and write in the date you moved out.
- 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): Check box 4b if you believe your landlord is demanding too much rent because there are serious health, safety, and/or repair problems in your rental home.
- Explanation is on form Make sure you write in your explanation in the space below, or use *Attachment 3w* to tell the Court about the serious health, safety, and/or repair problems that should make your rent lower.
- c. Other (specify below or, if more room needed, on form MC-025):
 Other statements are on form MC-025, titled as Attachment 4c.

ITEM 5 – DEFENDANT REQUESTS

5d. If you have serious repair problems and you want the court to order repairs and reduced rent until repairs are made, check box 5d. If you check this box, also check box 5e, and write in: “that the court retain jurisdiction until repairs are completed.”

5e. Check this box if you want to stay in your home, **and** you would suffer a great hardship if you were forced to move, **and** you can pay all the back rent. Write in the box that you also request “Relief from forfeiture.”

5. DEFENDANT REQUESTS

- a. that plaintiff take nothing requested in the complaint.
 - b. costs incurred in this proceeding.
 - c. reasonable attorney fees. **if incurred and if entitled.**
 - 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.
- For such further and other relief as this Court deems just and proper.

If you have serious repair problems and want the court to order repairs and reduced rent until repairs are made, check box 5d.

ANSWER – PAGE 4

ITEM 6 – NUMBER OF PAGES ATTACHED

If you are using this *Answer* form without *Attachment 3t* or any other attachment pages, leave this blank. If you used *Attachment 3t*, then check box 6 and write in the number of pages you attached. **Count front and back sides as separate pages.** Only include the pages of *Attachment 3t* that you actually use. Do not attach pages that don't apply to your case. Mark the page numbers on the bottom of each page.

6. Number of pages attached: _____

If you filled out and attached any pages to your Answer, like attachment 3t, write the number of pages you are stapling to your Answer.

DO NOT include the pages of *Proof of Service* or the *Fee Waiver and Order* in this page count.

ITEM 7 – UNLAWFUL DETAINER ASSISTANT SECTION

- Unless an organization or person charged you money to help you with these forms, check the first box before “did not.”
- But, if some organization or person charged you money to help you with these forms, check the other box, and fill in the rest of Item 7.

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 detainee)

a. Assistant's Name:

b. Telephone number:

c. Street address, city, and zip code:

d. County of registration:

e. Registration number:

f. Ex

Unless you paid someone to help you fill out these forms, check the "did not" box and leave all other boxes in section 7 blank.

SIGNING AND VERIFYING THE ANSWER (BOTTOM OF PAGE 4 OF THE ANSWER)

NOTE: All Defendants who are filing this Answer must print and sign their names. There are only spaces for two defendants, so if there are more than two defendants filing this Answer, you will have to add lines.

NOTE: Only one defendant **must** sign the “Verification” section of the Answer. **But it is safest if all defendants filing their Answer together each print their names and sign the Verification section as well.**

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

_____ (TYPE OR PRINT NAME)	ALL DEFENDANTS must print and sign their names on these lines. If more than 2 people need to sign the Answer, you may draw in extra name and signature lines.	_____ TURE OF DEFENDANT OR ATTORNEY)
_____ (TYPE OR PRINT NAME)		_____ (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: Do not forget to date your Answer.

Only one defendant must print and sign their name on these lines. It is best if all defendants print and sign this section.

_____ (TYPE OR PRINT NAME)	_____ (SIGNATURE OF DEFENDANT)
-------------------------------	-----------------------------------

INSTRUCTIONS: PROOF OF SERVICE (POS-030)

IMPORTANT!!

You must have a helper, like a friend or relative, who is older than 18 and *not* living with you, fill out this form on your behalf.
They must sign this form and complete the mailing for you.

Your helper should fill out the numbered parts of the blank *Proof of Service* form clipped to this packet by:

- Following the instructions below and
- Using the pictures of the forms with notes on them as a guide

Have the person helping you put a copy of the Answer and Attachment 3t or any other attachments (if used) into an envelope. On the envelope, your helper must write the name and address of the landlord or landlord's attorney if one is listed on the Summons. If no attorney is named, your helper must write the name and address of your landlord as listed on the Summons.

Your helper should copy the name and address directly from the Summons onto the envelope. Be sure to use the correct amount of postage.

Your helper should NOT serve the Fee Waiver or Order on Fee Waiver.

Pay special attention to

Item 4. If your helper takes the envelope to the post office for mailing and gives it to a mail clerk, check box 4a.

If the envelope is left anywhere else for pickup, check box 4b. **MAKE SURE THE MAIL IS PICKED UP THE SAME DAY.**

Item 5. Your helper must write in the name (5a.) and address (5b.) of your landlord's attorney (or your landlord if they do not have an attorney), as written on the *Summons* in the section labeled "The name, address, and telephone number of the plaintiff's attorney or plaintiff without an attorney is:". The bottom of page 4 has a picture of where your helper can find your landlord's attorney's name.

This should be the same name and address your helper puts on the envelope. (See also the section “Checklist: What Do I Do with My Papers After I Fill Them Out?” in this packet.)

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 in the complete mailing address, including city, state, and zip code of the person who "served" your Answer on your landlord or landlord's attorney.

3. On (date): I mailed from (city and state): Write in the city and state where the Answer and attachments were mailed from.

Write the name of the documents being served:
Answer - Unlawful Detainer (UD-105)

If the person who serves your landlord or landlord's attorney takes the envelope to the post office and gives it to a clerk, check box 4a.

The documents are listed in the *Attachment to Proof of Service by First-Class Mail—Civil (D)* (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.

If the person who serves your landlord or landlord's attorney leaves the envelope for pickup anywhere, check box 4b. Make sure the mail is picked up the SAME DAY.

5. The envelope was addressed and mailed as follows:

- a. **Name** of person served: Write in the name of your landlord's attorney, or landlord if they do not have an attorney.
- b. **Address** of person served:

Write in the address as written on the Summons in the section labeled: "The name, address, and telephone number of the plaintiff's attorney or plaintiff without an attorney is:"
This should be the same name and address that is put on the envelope.

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 in the date this form is signed.

Write in the name of the person mailing the Answer.

(TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)

The person mailing the Answer must sign here.

(SIGNATURE OF PERSON COMPLETING THIS FORM)

At the bottom of the form, the person mailing the Answer should put the date they signed the form, print their name, and then sign the form.

Now you are finished filling out all the papers.

CHECKLIST: WHAT DO I DO WITH MY PAPERS AFTER I FILL THEM OUT?

DOUBLE CHECK:

- Did you **TYPE** or **PRINT** all the forms neatly with **BLACK** or **BLUE INK**?
- Have you checked the right boxes, and **SIGNED YOUR NAME** in the proper blanks?
- Is there a **CASE NUMBER** filled in on each form?
- Make sure you have a friend or relative who is **over 18 and NOT LIVING WITH YOU** mail a copy of the completed *Answer - Unlawful Detainer* to your landlord or landlord's attorney. Make sure this same person fills out and signs the *Proof of Service* form.

1. Make copies of all the originals (the papers you filled out and signed). How many copies? See below.

_____ *Answer - Unlawful Detainer* (UD-105) and (optional) *Attachment 3t* or other attachment pages: **Make 2 copies**

_____ *Proof of Service* (POS-030): **Make 1 copy**

_____ *Request to Waive Court Fees* (FW-001): **Make 1 copy**

_____ *Order on Court Fee Waiver* (FW-003): **Make 1 copy**

2. Forms that must be mailed to your landlord or landlord's attorney:

_____ **1 COPY** of *Answer - Unlawful Detainer* and any attachments you attached to your *Answer*

3. Forms you must file with the court:

_____ **Original** *Answer* and *Attachments* + **1 copy**

_____ **Original** *Proof of Service* + **1 copy**

_____ **Original** *Fee Waiver* + **1 copy**

_____ **Original** *Order on Fee Waiver* + **1 copy**

- File the *Fee Waiver* forms first.
- The court clerk will stamp the originals and the copies. The clerk keeps the originals and gives you back the stamped copies of the *Answer* (with any attachments), *Proof of Service*, and *Fee Waiver* forms. Keep the stamped copies for your records.
- Call the court clerk the day after you file to make sure your *Answer*, *Proof of Service*, and *Fee Waiver Forms* were received and processed by the court.

BLANK FORMS

If you have a paper copy of the instruction packets, blank forms are attached.

If you are viewing these instructions online, keep scrolling to print the blank forms or you can fill them out online.

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: FIRM NAME: STREET ADDRESS: CITY: TELEPHONE NO.: EMAIL ADDRESS: ATTORNEY FOR (name):	STATE BAR NUMBER: STATE: ZIP CODE: FAX NO.:	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:		
PLAINTIFF: DEFENDANT:		
ANSWER—UNLAWFUL DETAINER		CASE NUMBER:

1. Defendant (*all defendants for whom this answer is filed must be named and must sign this answer unless their attorney signs*):

answers the complaint as follows.

2. **DENIALS (Check ONLY ONE of the next two boxes.)**

- a. **General Denial** (*Do not check this box if the complaint demands more than \$1,000.*)
 Defendant generally denies each statement of the complaint and of *Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101).
- b. **Specific Denials** (*Check this box and complete (1) and (2) below if complaint demands more than \$1,000.*)
 Defendant admits that all the statements of the complaint and of *Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101) are true EXCEPT:
- (1) **Denial of Allegations in Complaint (form UD-100 or other complaint for unlawful detainer)**
- (a) 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 form MC-025, titled as Attachment 2b(1)(a).
- (b) 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 form MC-025, titled as Attachment 2b(1)(b).
- (2) **Denial of Allegations in Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer (form UD-101)**
- (a) Defendant did not receive plaintiff's *Mandatory Cover Sheet and Supplemental Allegations* (form UD-101). (*If not checked, complete (b) and (c), as appropriate.*)
- (b) Defendant claims the following statements on *Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101) are false (*state paragraph numbers from form UD-101 or explain below or, if more room needed, on form MC-025*): Explanation is on form MC-025, titled as Attachment 2b(2)(b).

PLAINTIFF: DEFENDANT:	CASE NUMBER:
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2. b. (2) (c) Defendant has no information or belief that the following statements on *Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101) are true, so defendant denies them (*state paragraph numbers from form UD-101 or explain below or, if more room needed, on form MC-025*):
- Explanation is on form MC-025, titled as Attachment 2b(2)(c).
3. **DEFENSES AND OBJECTIONS** (NOTE: For each box checked, you must state brief facts to support it in item 3t (on page 3) or, if more room is needed, on form MC-025. You can learn more about defenses and objections at www.courts.ca.gov/selfhelp-eviction.htm.)
- 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. (Nonpayment of rent only) Plaintiff's demand for possession is based on nonpayment of rent due more than one year ago.
- e. Plaintiff waived, changed, or canceled the notice to quit.
- f. Plaintiff served defendant with the notice to quit or filed the complaint to retaliate against defendant.
- g. 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.
- h. 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 3t the facts showing violation of the ordinance.)
- i. Plaintiff's demand for possession is subject to the Tenant Protection Act of 2019, 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 3t 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 Civil Code section 1946.2(c).
- (3) Plaintiff failed to comply with the relocation assistance requirements of Civil Code section 1946.2(d).
- (4) Plaintiff has raised the rent more than the amount allowed under Civil Code section 1947.12, and the only unpaid rent is the unauthorized amount.
- (5) Plaintiff violated the Tenant Protection Act in another manner that defeats the complaint.
- j. Plaintiff accepted rent from defendant to cover a period of time after the date the notice to quit expired.
- k. Plaintiff seeks to evict defendant based on an act—against defendant, defendant's immediate family member, or a member of defendant's household—that constitutes domestic violence, sexual assault, stalking, human trafficking, abuse of an elder or a dependent adult, or a crime that caused bodily injury, involved a deadly weapon, or used force or threat of force. (This defense requires one of the following, which may be included with this form: (1) a **temporary restraining order, protective order, or police report** that is not more than 180 days old; (2) a **signed statement from a qualified third party** (e.g., a doctor, domestic violence or sexual assault counselor, human trafficking caseworker, psychologist, or a victim of violent crime advocate concerning the injuries or abuse resulting from these acts); or (3) another form of documentation or evidence that verifies that the abuse or violence occurred.)
- (1) The abuse or violence was committed by a person who does not live in the dwelling unit.
- (2) The abuse or violence was committed by a person who lives in the dwelling unit and defendant claims protection from eviction under Code of Civil Procedure section 1161.3(d)(2).
- l. 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.
- m. Plaintiff's demand for possession of a residential property is based on nonpayment of rent or other financial obligations and (check all that apply)
- (1) plaintiff received or has a pending application for rental assistance from a governmental rental assistance program or some other source relating to the amount claimed in the notice to pay rent or quit. (Health & Saf. Code, §§ 50897.1(d)(2)(B) and 50897.3(e)(2).)

PLAINTIFF: DEFENDANT:	CASE NUMBER:
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3. m. (2) plaintiff received or has a pending application for rental assistance from a governmental rental assistance program or some other source for rent accruing since the notice to pay rent or quit. (Health & Saf. Code, §§ 50897.1(d)(2)(B) and 50897.3(e)(2).)
- (3) plaintiff's demand for possession is based only on late fees for defendant's failure to provide landlord payment within 15 days of receiving governmental rental assistance. (Health & Saf. Code, § 50897.1(e)(2)(B).)
- n. Plaintiff violated the COVID-19 Tenant Relief Act (Code Civ. Proc., § 1179.01 et seq.) or a local COVID-19–related ordinance regarding evictions in some other way (*briefly state facts describing this in item 3t*).
- o. The property is covered by the federal CARES Act and the plaintiff did not provide 30 days' notice to vacate.
(*Property covered by the CARES Act means property where the landlord*
- *is participating in a covered housing program as defined by the Violence Against Women Act;*
 - *is participating in the rural housing voucher program under section 542 of the Housing Act of 1949; or*
 - *has a federally backed mortgage loan or a federally backed multifamily mortgage loan.*)
- p. Plaintiff improperly applied payments made by defendant in a tenancy that was in existence between March 1, 2020, and September 30, 2021 (Code Civ. Proc., § 1179.04.5), as follows (*check all that apply*):
- (1) Plaintiff applied a security deposit to rent, or other financial obligations due, without tenant's written agreement.
- (2) Plaintiff applied a monthly rental payment to rent or other financial obligations that were due between March 1, 2020, and September 30, 2021, other than to the prospective month's rent, without tenant's written agreement.
- q. Plaintiff refused to accept payment from a third party for rent due. (Civ. Code, § 1947.3; Gov. Code, § 12955.)
- r. Defendant has a disability and plaintiff refused to provide a reasonable accommodation that was requested. (Cal. Code Regs., tit. 2, § 12176(c).)
- s. Other defenses and objections are stated in item 3t.
- t. (*Provide facts for each item checked above, either below or, if more room needed, on form MC-025*):
- Description of facts or defenses are on form MC-025, titled as Attachment 3t.

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 form MC-025, titled as Attachment 4b.
- c. Other (*specify below or, if more room needed, on form MC-025*):
- Other statements are on form 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.

PLAINTIFF: DEFENDANT:	CASE NUMBER:
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5. 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 form MC-025, titled as Attachment 5e.

6. Number of pages attached: _____

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 defendant's attorney signs.)

(TYPE OR PRINT NAME)	▶	(SIGNATURE OF DEFENDANT OR ATTORNEY)
(TYPE OR PRINT NAME)	▶	(SIGNATURE OF DEFENDANT OR ATTORNEY)
(TYPE OR PRINT NAME)	▶	(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:		
(TYPE OR PRINT NAME)	▶	(SIGNATURE OF DEFENDANT)
Date:		
(TYPE OR PRINT NAME)	▶	(SIGNATURE OF DEFENDANT)
Date:		
(TYPE OR PRINT NAME)	▶	(SIGNATURE OF DEFENDANT)

1 **3a. HABITABILITY. Defendant(s) do not owe full rent because of the unsafe or**
2 **unsanitary conditions of the rental home. Defendant(s) did not cause the**
3 **problems and did not prevent Plaintiff from fixing these problems.**

4 Defendant told/wrote to Plaintiff and/or their agent about the following
5 problems and/or Plaintiff otherwise knew of these problems, but Plaintiff did not
6 repair these problems.

7 Plaintiff, without good cause, has not made repairs after 60 days of receiving a
8 notice from a public agency. This creates a rebuttable presumption that Plaintiff
9 breached the warranty of habitability. Civil Code 1942.3.

10 The habitability defects include, but are not limited to (Check the ones that apply):

11 Detective Walls, Floors or Weather Protection

12 Infestations Inside the Rental Unit

13 Plumbing (Gas, Water or Sewage System)

14 Defective Electrical Lights, Wiring or Related Equipment.

15 Defective Heating or Cooking Facilities

16 Unsafe/Unsanitary Conditions Outside of Rental Unit

17 Explanation for any habitability defects checked above:

18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____

1 **3b. REPAIR AND DEDUCT.**

2 On _____ (fill in date(s)), Defendant wrote/told/e-mailed/texted
3 (circle any that apply) Plaintiff/Plaintiff's agent that Defendant needed the following
4 repairs done:

5 _____
6 _____
7 _____

8 Plaintiff did not make the necessary repairs. On _____ (fill in date(s)),
9 Defendant made the following repairs: _____.

10 These repairs cost Defendant \$_____ (fill in amount). Defendant then offered the
11 rent due minus the cost of these repairs. The amount Defendant offered was: \$_____
12 (fill in amount).

13 Additional facts if any:
14 _____
15 _____
16 _____

17
18 **3c. PLAINTIFF REFUSED RENT.**

19
20 On _____ (fill in date), before the notice to quit expired, Defendant tried to pay
21 the rent due, in the amount of \$_____ (fill in amount). Defendant tried to pay the
22 rent by putting it in the drop box giving it to Plaintiff or Plaintiff's agent
23 mailing it to Plaintiff other: _____.

24 Plaintiff (check one)
25 would not accept the rent.
26 gave the rent back to Defendant.
27
28

1 **3d. PLAINTIFF'S DEMAND FOR POSSESSION IS BASED ON NONPAYMENT OF**
2 **RENT DUE MORE THAN ONE YEAR AGO.**

3 The rental period for which Plaintiff has demanded possession is from:

4 _____ (date) to _____ (date)
5

6 **3e. PLAINTIFF WAIVED, CHANGED, OR CANCELED THE NOTICE TO QUIT AS**
7 **FOLLOWS:**

8 Plaintiff accepted rent within the time or after the time given on the notice to pay
9 or quit.

10 On or about the date(s) of _____ (date), Plaintiff accepted rent in the
11 amount of \$_____ for _____ (month/year), which is for a period
12 after the notice to quit expired.

13 Novation: Plaintiff promised Defendant could stay if they paid \$_____ (fill in
14 amount) by _____ (date). On or about _____ (date), Defendant paid
15 \$_____ (fill in amount).

16 Estoppel: Plaintiff often/always accepts rent late. Defendant usually pays by the
17 _____ (fill in day of month) and has been paying this way for about
18 _____ (fill in how long). Now, Plaintiff refused to take Defendant's
19 rent within this time. Defendant relied on Plaintiff's practice of accepting late rent
and was not prepared to pay earlier.

20 Other: _____
21 _____
22

23
24
25
26
27
28

1 **3f. RETALIATION.**

2 Plaintiff served the Notice to Quit and filed this unlawful detainer case to retaliate against
3 defendant for exercising these legal rights:

4 _____
5 _____
6 _____

7 **3g. DISCRIMINATION.**

8 This unlawful detainer case is based on unlawful and arbitrary discrimination under the
9 Constitution or state or federal civil rights and/or fair housing laws because:

10 _____
11 _____
12 _____
13 _____

14 Defendant has a housing choice voucher or is a participant in another housing
15 assistance program and Plaintiff refused to participate in the housing choice
16 voucher or other housing assistance program. (Source of income discrimination)

17
18
19 **3h. RENT CONTROL.**

20 Plaintiff's demand for possession violates the local rent control or eviction control
21 ordinance of _____ (City or County).

22 The title of the rent control ordinance is _____.

23 It was enacted on _____ (month/day/year).

24
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1 **3i. TENANT PROTECTION ACT (AB 1482; Civil Code Sections 1946.2, 1947.12).**

2 JUST CAUSE (Civil Code 1946.2) (Check this box if this case is based on a notice
3 for other than rent)

4 Occupancy (Check one):

5 Defendant(s) has occupied the property continuously and lawfully for 12 months
6 or more and no additional adult tenants have moved in since the original
7 tenant(s), OR

8 Additional tenants moved in, but at least one of the tenants has lawfully and
9 continuously occupied the property for at least 24 months or all of the tenants
10 have now lawfully and continuously resided on the property for 12 months or
11 more.

12 The termination/eviction notice is invalid under Civil Code Sec. 1946.2 because (Check
13 all that apply):

14 Plaintiff failed to state a just cause for termination of tenancy in the written
15 notice to terminate. *No reason is stated in the termination notice. Civ. Code Sec.*
16 *1946.2(a).*

17 Plaintiff failed to provide an opportunity to cure any alleged violations of terms
18 and conditions of the lease (other than nonpayment of rent) as required under
19 Civ. Code Sec. 1946.2(c). *The reason stated is an "at fault" reason but no*
opportunity to correct the problem was provided.

20 Plaintiff failed to comply with the relocation assistance requirements of Civ.
21 Code Sec. 1946.2(d). *A "no fault" reason is stated on the termination notice but*
22 *the landlord did not notify Defendant of Defendant's right to relocation assistance*
or rent waiver.

23 Plaintiff raised the rent more than the amount allowed under Civ. Code Sec.
24 1947.12, and the only unpaid rent is the unauthorized amount. *The notice to pay*
25 *rent or quit is defective because the rent demanded in the notice to pay rent is*
26 *wrong. The notice overstates the rent due because it is based on a rent increase*
27 *in excess of the amounts allowed.*

1 Plaintiff violated the Tenant Protection Act in another manner that defeats the
2 complaint.

3 A reason is stated in the termination notice, but it is not one of the
4 allowed reasons for termination. Civ. Code Sec. 1946.20.

5 A reason is stated in the termination notice stating that the eviction is
6 Defendant's fault, but Defendant did not do what the termination notice
7 says.

8 A reason is stated in the termination notice stating that the eviction is
9 Defendant's fault but Defendant complied with the notice during the time
10 provided by fixing the alleged problem.

11 The reason stated is an "at fault" reason but the landlord failed to serve
12 a termination notice to quit after the prior notice of violation to fix the
13 problem expired. Civ. Code Sec. 1946.2(c).

14 The 'no fault' reason of substantial remodel is alleged in the notice
15 but the notice fails to adequately describe the remodel. Civ. Code Sec.
16 1946.2(b)(2)(D).

17 The 'no fault' reason of substantial remodel is alleged in the notice
18 but Plaintiff did not attach a copy of the permits required for the
19 substantial remodel.

20 The 'no fault' reason of substantial remodel is alleged in the notice,
21 the remodel is required to abate hazardous conditions (lead-based
22 paint, mold, or asbestos), and Plaintiff did not attach a copy of the
23 signed contract with the contractor hired to complete the remodel.

24 The "no fault" reason of substantial remodel is alleged in the notice
25 but the notice does not include the statement required by Civil Code
26 section 1946.2(b)(2)(D)(iv)(II). (e.g. that if the substantial remodel is not
27 started or completed, the owner must offer the tenant the opportunity to
28 re-rent the unit on the same terms and conditions.)

The "no fault" reason is intent to occupy the residential real property
by the owner or owner's spouse, domestic partner, children,
grandchildren, parents, or grandparents, the lease was entered into
after July 1, 2020, and the lease does not have a term allowing
termination for this reason.

1 The “no fault” reason is intent to occupy the residential real property
2 by the owner or owner’s spouse, domestic partner, children,
3 grandchildren, parents, or grandparents and the notice does not contain
4 the name and relationship to the owner of the person moving in.

5 The “no fault” reason is intent to occupy the residential real property
6 by the owner or owner’s spouse, domestic partner, children,
7 grandchildren, parents, or grandparents and the intended occupant
8 lives in a rental unit on the property or a vacancy of a similar unit
9 already exists at the property.

10 Other: _____
11 _____
12 _____

13 **3j. PLAINTIFF ACCEPTED RENT TO COVER A PERIOD OF TIME AFTER THE**
14 **NOTICE TO QUIT EXPIRED.**

15 Defendant paid the rent on or about _____ (date). Defendant’s rent
16 payment was for _____ (month/year). This time period is for a time period
17 after the notice to quit expired. Plaintiff or Plaintiff’s agent accepted my rent payment.
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1 **3k. DOMESTIC VIOLENCE, SEXUAL ASSAULT, STALKING, HUMAN**
2 **TRAFFICKING, AND/OR ELDER ABUSE PROTECTIONS.**

3 Plaintiff is seeking to evict Defendant because of acts of violence or abuse against
4 Defendant or a household member.

5 AND:

6 Defendant has a temporary restraining order, protective order, or police report
7 that is not more than 180 days old naming Defendant or their household member
8 as the protected party

9 OR

10
11 Defendant has a signed statement from a doctor, domestic violence or sexual
12 assault counselor, human trafficking caseworker, psychologist or other qualified
13 third party acting in their professional capacity that Defendant or their household
14 member is seeking assistance for physical or mental injuries resulting from the
domestic violence, sexual assault, stalking, human trafficking, or abuse.

15 AND:

16 The person committing this act or acts is not a tenant of the rental home.

17 OR

18 The person committing the act or acts is a tenant of the rental home and
19 Defendant seeks to remain in the unit as a protected party. (Code Civ. Proc. Sec.
20 1161.3(d)(2) and 1174.27)
21

22 Additional Facts:
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1 **3l. PUNISHING OR LIMITING GOOD FAITH CALLS TO POLICE OR**
2 **EMERGENCY ASSISTANCE.**
3

4 On or about _____, Defendant and/or another person contacted
5 _____ (law enforcement or emergency assistance)
6 because Defendant or the other person believed that assistance was needed. Plaintiff is
7 evicting Defendant because Defendant called law enforcement or emergency
8 assistance.

9 **3m. PLAINTIFF'S DEMAND FOR POSSESSION OF A RESIDENTIAL PROPERTY IS**
10 **BASED ON NONPAYMENT OF RENT OR OTHER FINANCIAL OBLIGATIONS, AND**
11 **(CHECK ALL THAT APPLY):**

- 12 1. Plaintiff received or has a pending application for rental assistance from a
13 governmental rental assistance program or another source that relates to the
14 amount they demand in the complaint.
15 2. Plaintiff received or has a pending application for rental assistance from a
16 governmental rental assistance program or another source for rent accruing
17 since they served the notice to pay rent or quit.
18 3. Plaintiff's demand for possession is based only on late fees because
19 Defendant did not pay landlord within 15 days of receiving governmental rental
20 assistance.

21 **3n. LANDLORD VIOLATED THE COVID-19 TENANT RELIEF ACT OR A LOCAL**
22 **COVID-19 RELATED ORDINANCE REGARDING EVICTIONS IN SOME OTHER WAY.**

23 Additional Facts:
24 _____
25 _____
26 _____

1 **3o. FEDERAL CARES ACT PROTECTION.**

2 Landlord did not give defendant the required 30 days' notice to vacate.

3 A property is covered by the CARES Act if it is a property where the landlord:

- 4 - Is participating in a covered housing program as defined by VAWA;
- 5 - Is participating in the rural housing voucher program under section 542 of the
- 6 Housing Act of 1949; or
- 7 - has a federally backed mortgage loan or federally backed multifamily
- 8 mortgage.

9 **3p. PLAINTIFF IMPROPERLY APPLIED PAYMENTS MADE BY TENANT IN A**
10 **TENANCY THAT WAS IN EXISTENCE BETWEEN MARCH 1, 2020, AND**
11 **SEPTEMBER 30, 2021.**

12 Additional Facts:

13 _____

14 _____

15 **3q. PLAINTIFF REFUSED TO ACCEPT PAYMENT FROM A THIRD PARTY FOR**
16 **RENT DUE.**

17 Additional Facts:

18 _____

19 _____

20 _____

21 **3r. DEFENDANT HAS A DISABILITY AND PLAINTIFF REFUSED TO PROVIDE A**
22 **REASONABLE ACCOMODATION THAT WAS REQUESTED.**

23 Additional Facts:

24 _____

25 _____

26 _____

27 _____

28 _____

1 **3s. OTHER DEFENSES.**

2 (1) The 3-day notice was improper and cannot support this action because:

3
4 Defendant never received the 3-day notice before they were served with
5 the unlawful detainer.

6 The 3-day notice does not correctly state the address of the rental home.

7 The summons and complaint were filed before the 3-day notice expired.
8 The complaint was filed on _____. The 3-day notice expired on
9 _____.

10 3-day Notice to Pay Rent or Quit

11 The amount stated-In the 3-day notice is wrong; it demands more rent
12 than Defendant owed when Defendant received it.

13 The 3-day notice was served before the rent was late.

14 The 3-day notice demands rent that is more than one year past due.

15 The 3-day notice includes a late charge or demands money for things
16 other than rent.

17
18
19 Additional Facts:

20 _____
21 _____
22 _____

23
24 The 3-day notice violates Calif. Code of Civ. Proc. Sec. 1161(2)
25 because it does not state the name, phone number and address of the
26 person to whom the payment should be made.

27 The 3-day notice violates Calif. Code of Civ. Proc. Sec. 1161(2)
28 because it states that payment may be made personally but does not state
the days and hours during which payment can be made personally.

1 3-day Notice to Cure or Quit

2 Defendant solved the problem before the 3-day notice was served.

3
4 The 3-day notice demands fees or charges other than rent that is more
5 than one year past due.

6 3-day Notice to Quit

7 The 3-day notice did not state that Defendant broke a specific part of
8 their rental agreement or lease.

9 Defendant did not do what the 3-day notice accuses Defendant of doing.
10 The problem stated in the 3-day notice never existed, or Defendant was
11 never responsible for it.

12 (2) The 30-day or 60-day Notice to Quit Is Improper because:

13 Defendant never received the 30- or 60-day Notice before Defendant
14 was served the summons and Complaint in this case.

15
16 The Summons and Complaint were filed before the eviction Notice
17 expired. The complaint was filed on _____. The 30-day nor 60-day
18 Notice expired on _____.

19 The Notice was not served in the manner required by the law because:

20 _____
21 _____

22 The Notice and Complaint are confusing and contradictory because:

23 _____
24 _____

25
26 Plaintiff also served a 3-day notice and the two notices are confusing
27 and contradictory because:

28 _____

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The rental agreement provides for a longer notice period.
See paragraph ___ of the rental agreement.

The 30-day notice is improper because I have lived in the unit for more than one year.

The 30-day or 60-day notice is improper because it does not include the required abandoned personal property language. Civ. Code Secs. 1946, 1946.1.

(3) Immigration or Citizenship Status. (Calif. Code of Civ. Proc. Sec. 1161.4)

Plaintiff is evicting Defendant because of the Immigration or citizenship status of Defendant, other occupant of the rental home or other person known by Plaintiff to be associated with Defendant or other occupant.

Additional facts:

(4) Defendant is a homeowner of a mobile home in a mobile home park.

The termination notice and/or this eviction fails to comply with the Mobile Home Residency Law because:

The termination notice fails to state good cause for termination of the tenancy.

The termination notice fails to state the reasons for the termination with specific facts to permit determination of the date, place, witnesses, and circumstances about those reasons.

The termination notice is based on a park rule violation and no prior 7-day notice to correct was received.

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Other: _____

(5) Defendant resides in a Recreational Vehicle Park.

This eviction violates the Recreational Vehicle Park Occupancy Law because:

Defendant owns their RV and has occupied a space in the park for more than 9 months and the termination notice fails to state good cause for termination of this tenancy.

Other: _____

(6) Subsidized Housing.

This tenancy is subsidized. Termination of tenancies from government-assisted or government owed housing is regulated by state and/or federal law which require good cause for eviction and termination notices which specifically state the legal and factual grounds for eviction.

This eviction does not comply with applicable law because:

The termination notice does not state sufficiently specific facts or reasons to terminate Defendant's tenancy. Therefore, the notice is defective and cannot support this action.

Defendant is a Section 8/Housing Choice Voucher participant. The landlord is required to give Defendant a 90 days' written notice (Cal. Civil Code 1954.535). The notice this complaint is based on is for a period of less than 90 days. Therefore, the notice is defective and cannot support this action.

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The termination notice is otherwise defective because:

Plaintiff lacks good cause to evict Defendant because:

Other:

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
PETITIONER/PLAINTIFF: RESPONDENT/DEFENDANT:	
PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL	CASE NUMBER: _____

(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:

3. On (date): _____ I mailed from (city and state): _____
 the following **documents** (specify):

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:
 - b. **Address** of person served:

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:

 (TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)

 (SIGNATURE OF PERSON COMPLETING THIS FORM)

INFORMATION SHEET FOR PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL

(This information sheet is not part of the Proof of Service and does not need to be copied, served, or filed.)

NOTE: This form should **not** be used for proof of service of a summons and complaint. For that purpose, use Proof of Service of Summons (form POS-010).

Use these instructions to complete the Proof of Service by First-Class Mail—Civil (form POS-030).

A person over 18 years of age must serve the documents. There are two main ways to serve documents: (1) by personal delivery and (2) by mail. Certain documents must be personally served. You must determine whether personal service is required for a document. Use the *Proof of Personal Service—Civil* (form POS-020) if the documents were personally served.

The person who served the documents by mail must complete a proof of service form for the documents served. **You cannot serve documents if you are a party to the action.**

INSTRUCTIONS FOR THE PERSON WHO SERVED THE DOCUMENTS

The proof of service should be printed or typed. If you have Internet access, a fillable version of the Proof of Service form is available at www.courtinfo.ca.gov/forms.

Complete the top section of the proof of service form as follows:

First box, left side: In this box print the name, address, and telephone number of the person for whom you served the documents.

Second box, left side: Print the name of the county in which the legal action is filed and the court's address in this box. The address for the court should be the same as on the documents that you served.

Third box, left side: Print the names of the Petitioner/Plaintiff and Respondent/Defendant in this box. Use the same names as are on the documents that you served.

First box, top of form, right side: Leave this box blank for the court's use.

Second box, right side: Print the case number in this box. The case number should be the same as the case number on the documents that you served.

Complete items 1–5 as follows:

1. You are stating that you are over the age of 18 and that you are not a party to this action. You are also stating that you either live in or are employed in the county where the mailing took place.
2. Print your home or business address.
3. Provide the date and place of the mailing and list the name of each document that you mailed. If you need more space to list the documents, check the box in item 3, complete the *Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)* (form POS-030(D)), and attach it to form POS-030.
4. For item 4:

 Check box a if you personally put the documents in the regular U.S. mail.
 Check box b if you put the documents in the mail at your place of business.
5. Provide the name and address of each person to whom you mailed the documents. If you mailed the documents to more than one person, check the box in item 5, complete the *Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)* (form POS-030(P)), and attach it to form POS-030.

At the bottom, fill in the date on which you signed the form, print your name, and sign the form. By signing, you are stating under penalty of perjury that all the information you have provided on form POS-030 is true and correct.