

UNLAWFUL DETAINER

Ex Parte Application for Stay of Execution + Ex Parte Motion to Set Aside Default Judgment + Proposed Answer Complete Packet



Three-Part Forms

Self-Help Legal Access Centers

Santa Monica

1725 Main St.,
Room 210
Santa Monica, CA 90401

Inglewood

1 East Regent St.,
Room 107
Inglewood, CA 90301

Torrance

825 Maple Ave.,
Room 160
Torrance, CA 90503

Long Beach

275 Magnolia Ave.,
Room 3101
Long Beach, CA 90802

Nov. 2021

This guide and/or form(s) is/are designed to help you fill out the forms yourself. It is not intended to provide legal advice or strategy as to how to complete the case. The information provided in this packet only presents options and examples. This is not a substitute for professional legal advice from an attorney.

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**Please refer
to a How-
To-Guide.**

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

_____,
Plaintiff(s),
vs.
_____,
Defendant(s)

Case No.: _____

**EX PARTE APPLICATION FOR ORDER
STAYING EXECUTION OF THE
JUDGMENT UNTIL A HEARING ON
DEFENDANT'S MOTION TO SET ASIDE
JUDGMENT (DEFAULT AND WRIT,
ALSO, IF ANY) AND AN ORDER
SHORTENING TIME FOR HEARING
AND SERVICE OF THE MOTION TO
SET ASIDE; MEMORANDUM OF
POINTS AND AUTHORITIES AND
DECLARATION IN SUPPORT THEREOF**

ASSIGNED JUDGE: _____
DEPARTMENT: _____
HEARING DATE: _____
TIME: _____

TO PLAINTIFF, AND TO PLAINTIFF'S COUNSEL OF RECORD, IF ANY,
Defendant(s) _____, request(s) an Order Staying
Execution of the Judgment until a hearing on his/her Motion to Set Aside the Default, Vacate the
Judgment, and Recall the Writ of Execution, if any, and an Order Shortening Time for Service of
and Hearing on the Motion to Set Aside. This Application is made on the ground that without a

1 stay, Defendant(s) will suffer irreparable harm by being evicted and Defendant's Motion to Set
2 Aside will be moot.

3 This Ex Parte Application is based on Defendant's Declaration of Ex Parte Notice,
4 Memorandum of Points and Authorities, Supporting Declaration(s) and upon all papers on file in
5 this action.
6

7 Dated: _____

Signed by: _____
Defendant(s) without Attorney

9 _____
10 Print Name

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 A court of general jurisdiction has a statutory as well as an inherent duty and power to
3 control its own processes and orders so as to make them conform to justice, including the
4 granting of a stay of execution. Code of Civil Procedure Section states in pertinent part: “(a)
5 Every Court shall have power: . . . (8) To amend and control its processes and orders so as to
6 make them conform to law and justice.” CCP §128(a). This was confirmed in *Revolution*
7 *Eyewear, Inc. v. Aspex Eyewear, Inc. (2009), 2009 U.S. LEXIS 64749*, wherein the court stated
8 that “The district court has the inherent power to control and manage its docket, which includes
9 the authority to order a stay pending the outcome of reexamination proceedings.” *Id at 9*.
10

11 Here, the court has authority to grant a stay to enable Defendant(s) sufficient time to
12 present and argue the underlying Motion to Set Aside the Default, Vacate the Judgment, and
13 Recall the Writ of Execution. If the stay is not granted, Defendant(s) will be locked out without
14 an opportunity to present the motion. As the attached Motion shows, Defendant should have the
15 right to have this eviction case heard on its merits. Therefore, the stay should be granted.
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19 Dated: _____

Signed by: _____
Defendant(s) without Attorney

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21 _____
22 Print Name

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DECLARATION OF EX PARTE NOTICE

I, _____, DECLARE as follows:

1. I am over the age 18 years, and I have personal knowledge of the facts stated in this declaration. If called to testify thereto, I could and would do so truthfully.
2. I gave the following notice of this Ex Parte Application for a Stay of Execution of Judgment Pending a Motion to Set Aside the Default:

“My name is: _____.

I am calling to give notice that I am going to the _____ Court on ___/___/___ at ___:___ a.m. / p.m. in Department ___ of the Los Angeles Superior Court, located at _____

_____ to request an Ex Parte Application for a Stay of Execution of the Judgment Pending a Motion to Set Aside and an Order Shortening Time for Hearing and Service of a Motion to Set Aside in the Case of _____

vs. _____, Case Number: _____.

I can be reached at this telephone number: _____

3. I gave this ex parte notice in the manner set forth on the following page:

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A. I gave the notice set forth above on this date and time: ___/___/___ at ___:___ a.m. /p.m. to:

___ the Plaintiff’s attorney,
___ a person at the Plaintiff’s attorney’s office, or
___ the Plaintiff (the landlord without an attorney)

That person’s name and telephone number are: _____

_____. When I gave the notice he/she responded:

“ _____ ”

B. I gave the notice set forth above by leaving a voicemail message on this date and time: ___/___/___ at ___:___ a.m. / p.m. because no one answered the call or my call was directed to voicemail. The person I called is ___ Plaintiff’s attorney or

___ the Plaintiff (the landlord without an attorney) named _____ at

() - .

C. I gave the notice by 10:00 a.m. on the day before the hearing date for the stay as required by CAL.R.CT.3.1203(a).

D. This is an eviction action and I gave notice later 10:00 a.m. on or after the court day before the hearing date for the stay as allowed by CAL.R.CT. 3.1203(b) when notice is reasonable. The notice given here was reasonable because:

I have personally seen the Sheriff’s Notice to Vacate and I will be locked out on ___/___/____. I could not give the notice any earlier because: _____
_____.

Other _____.
I could not give the notice any earlier because: _____
_____.

///
///

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct to the best of my knowledge. Executed this date ____/____/____ in
3 the City of _____, California.

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5 Signed By: _____
6 Defendant(s) without Attorney

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4. If this Stay is granted, I believe I can win both my Motion to Set Aside and trial because I have valid defenses.

See my Proposed Answer filed with this Application.

5. I understand that I may be required to pay the rent for each day the stay is in effect.

6. I ask the Court to enter an order shortening time for service and hearing on my Motion to Set Aside to resolve this issue quickly to avoid any prejudice to Plaintiff if the Stay is granted.

7. If the Stay of Execution is not granted before and until my Motion is heard, I will suffer harm because: _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge. Executed on this date of ____/____/____, in the City of _____, California

Signed by: _____
Defendant(s) without an Attorney

Printed Name

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

_____,
Plaintiff(s),

vs.

_____,
Defendant(s)

Case No.: _____

**[PROPOSED] ORDER ON EX PARTE
APPLICATION FOR ORDER STAYING
EXECUTION OF THE JUDGMENT
UNTIL A HEARING ON DEFENDANT'S
MOTION TO SET ASIDE AND FOR AN
ORDER SHORTENING TIME FOR
HEARING AND SERVICE OF THE
MOTION TO SET ASIDE**

ASSIGNED JUDGE: _____
DEPARTMENT: _____
HEARING DATE: _____
TIME: _____

After consideration of Defendant's Ex Parte Application, all other pleadings and papers, and oral argument, if any, in this case, and upon good cause appearing, the Court orders:

Defendant's Ex Parte Application for Order Staying Execution of the Judgment and Order Shortening time for Hearing and Service of Defendant's Motion to Set Aside is granted. Execution of the Judgment is stayed up to and including the following date:

____/____/____.

The Defendant's Motion to Set Aside is calendared for hearing before this Court on

____/____/____.

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Defendant is ordered to serve the Stay Application and Order and the Motion to Set
Aside by mail or by personal service to Plaintiff or his/her attorney of record by:
____/____/____.

Any Opposition by Plaintiff or his/her attorney of record is to be served to Defendant by
 mail or by personal service by: ____/____/____.

Other: _____

Dated: _____

Commissioner/Judge of the Superior Court

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Defendant in Pro Per

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

Plaintiff(s),

vs.

Defendant(s).

)
) Case No.: _____
)
) **NOTICE OF MOTION AND MOTION TO
SET ASIDE THE JUDGMENT AND ANY
DEFAULT, AND TO QUASH ANY WRIT
OF POSSESSION/EXECUTION. [CCP
§§ 473(b), 473.5, 473(d), 128(a)(8), 86(b)(3)-
(if a limited civil case)].**
)
) **ASSIGNED JUDGE:** _____
) **DEPARTMENT:** _____
) **HEARING DATE:** _____
) **TIME:** _____
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TO PLAINTIFF AND PLAINTIFF'S ATTORNEY OF RECORD, IF ANY:

NOTICE IS HEREBY GIVEN THAT on ____/____/20____ at ____:____am / pm , in
Dept. _____of the above-mentioned Court, located at, _____,
California, Defendant will and hereby does move the Court to set aside the Judgment entered in
this case, as well as any Default, and to quash any Writ of Possession and/or Execution.

//

CHECK ALL THAT APPLY BELOW:

This Court should grant the relief requested based upon the following grounds and legal authority because the Judgment and any Default was/were:

- entered due to Defendant's surprise, mistake, excusable neglect or inadvertence.
[CCP §473(b)]; and/or,
- entered despite the Defendant's lack of actual notice of the lawsuit in time to respond.
[CCP §473.5]; and/or,
- void since the legal papers were not served on Defendant at all or were improperly served. [CCP §473(d)]; and/or,
- void since they were based (in whole or in part) on external fraud or mistake.
[CCP §§ 128(a)(8), CCP 86(b)(3) (in limited civil cases)]
- invalid/void, therefore any Writ of Possession/Execution used to enforce the Judgment was improperly issued. [CCP §§ 128(a)(8), 86(b)(3) (in limited civil cases)]

This motion is based on this Notice of Motion and the Motion to Set Aside Judgment, the Memorandum of Points and Authorities, the Defendant's Declaration, the pleadings and papers on file and upon such other matters presented to the court at the hearing.

Date: _____

Signed by: _____

Defendant without Attorney

Print Name

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Defendant in Pro Per

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

11 _____

12 Plaintiff(s),

13 vs.

16 _____

17 Defendant(s).

) Case No.: _____

) **MEMORANDUM OF POINTS AND**
) **AUTHORITIES IN SUPPORT OF**
) **MOTION TO SET ASIDE THE**
) **JUDGMENT AND ANY DEFAULT, AND**
) **TO QUASH ANY WRIT OF**
) **POSSESSION/EXECUTION. [CCP**
) **§§ 473(b), 473.5, 473(d), 128(a)(8), and**
) **86(b)(3)-(if a limited civil case)].**

) **ASSIGNED JUDGE:** _____

) **DEPARTMENT:** _____

) **HEARING DATE:** _____

) **TIME:** _____

20 **I. THE COURT MAY SET ASIDE A JUDGMENT PURSUANT TO CCP § 473(b)**
21 **WHEN ENTERED AGAINST A DEFENDANT DUE TO HIS/HER MISTAKE,**
22 **INADVERTENCE, SURPRISE OR EXCUSABLE NEGLIGENCE**

23 California's Code of Civil Procedure § 473(b) states:

24 The court may, upon any terms as may be just, relieve a party . . . from a
25 judgment . . . taken against him or her through his or her mistake,
26 inadvertence, surprise, or excusable neglect. Application for this relief . . .
27 shall be made within a reasonable time, in no case exceeding six months.

28 CCP § 473(b) is a remedial statute and should be liberally construed to carry out the
policy of permitting trials on their merits. *See Faasuyi v. Permatex, Inc.* (2008) 167

1 Cal.App.4th 681, 695 quoting *McCormick v. Board of Supervisors* (1988) 198 Cal.App.3d. 352
2 (internal citations and quotations omitted). Absent prejudice to the Plaintiff and diligence by the
3 Defendant, only “very slight” evidence is needed to set aside a default. *Id.* The standard is if
4 the act or omission is one that a reasonably prudent person would commit under the same
5 circumstances. *See Transit Ads, Inc. v. Tanner Motor Livery, Ltd.* (1969) 270 Cal.App.2d 275,
6 279. Fraud by a third party, physical incapacity or death in the family can cause excusable
7 neglect. *See Shapiro v. Clark* (2008) 164 Cal.App.4th 1128; *see also Gamet v. Blanchard* (2001)
8 91 Cal.App.4th 1276 and *Sullivan v. Sullivan* (1967) 246 Cal.App.2d 301.

10 **II. THE COURT MAY SET ASIDE A DEFAULT AND DEFAULT JUDGMENT**
11 **UNDER CCP § 473.5 WHEN PROPER SERVICE DOES NOT RESULT IN**
12 **ACTUAL NOTICE IN TIME TO DEFEND THE LAWSUIT**

13 California Code of Civil Procedure § 473.5 states:

14 (a) When service of a summons has not resulted in actual notice to a party in time to
15 defend an action . . . [Defendant] may serve and file a notice of motion to set aside the
16 default . . . within a reasonable time, but in no event exceeding the earlier of: (i) two
17 years after entry of a default judgment . . . (ii) 180 days after service on him or her of a
18 written notice that the default or default judgment has been entered.

19 (b) A notice of motion to set aside a default . . . shall be accompanied by an affidavit
20 showing . . . that the party's lack of actual notice . . . was not caused by his or her
21 avoidance of service or inexcusable neglect.

22 Cal. Civ. Proc. § 473.5. The purpose of this law is to allow cases to be decided by trials on
23 their merits. *Id.* The Defendant has not received “actual notice” unless he/she has personally
24 received or personally viewed the Summons and Complaint by one of the service methods
25 specified under Code of Civil Procedure sections 415.10 et. seq. *See Tunis v. Barrow* (1986)
26 184 Cal.App.3d 1069, 1077.

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1 **III. THE COURT MUST SET ASIDE A JUDGMENT PURSUANT TO CCP § 473(d)**
2 **AND THE COURT'S EQUITABLE POWERS UNDER CCP § § 128(a)(8) and**
3 **86(b)(3) WHEN IT IS VOID FOR LACK OF JURISDICTION.**

4 If legal papers are not served in strict compliance with Code of Civil Procedure sections
5 415.10 et. seq., a judgment is void as the Court lacks jurisdiction. *See Ellard v. Conway* (2001)
6 94 Cal.App.4th 540; *see also Rochin v. Pat Johnson Manufacturing Co.* (1998) 67 Cal.App.4th
7 1228, 1239. One may file to set aside a judgment that appears void on its face by a review of the
8 judgment roll at anytime. *See Cal. Civ. Proc. §§ 473(d), 128(a)(8), 86(b)(3); see also Hayashi v.*
9 *Lorenz* (1957) 42 Cal.2d 848, 851. However, one must file to set aside a judgment within the
10 two year limit specified under Cal. Civ. Proc. § 473.5 if the judgment appears valid on its face
11 but is void for lack of jurisdiction. *Rogers v. Silverman* (1989) 216 Cal.App.3d 1114, 1121-1122.

12 **IV. THE COURT MAY SET ASIDE A JUDGMENT AT ANYTIME USING ITS**
13 **EQUITABLE POWERS UNDER CCP § § 128(a)(8), 86(b)(3) WHEN A**
14 **JUDGMENT IS ENTERED BASED ON EXTRINSIC FRAUD AND/OR**
15 **MISTAKE, AND, IN LIMITED CIVIL CASES, INADVERTENCE AND/OR**
16 **EXCUSABLE NEGLECT**

17 The Court has inherent equitable powers to set aside a judgment obtained by extrinsic
18 fraud and/or mistake to ensure its orders conform to justice. *See Cal. Civ. Proc. §§ 128(a)(8).* In
19 limited civil cases, the Court may also consider inadvertence and excusable neglect. *See Cal.*
20 *Civ. Proc. §§ 86(b)(3).* Such fraud and/or mistake includes most external circumstances
21 depriving a party of a fair trial, such as the other party filing a false proof of service. *In re*
22 *Marriage of Park* (1980) 27 Cal.3d 337, 342; *see also Sullivan, supra*, 256 Cal.App.2d 304.

23 In default cases, there is a 3-part test for relief; whether there is/was: 1) a meritorious
24 case--do the facts, if proven, create a possible different result (not required if not required if
25 improper or lack of service); 2) a valid reason for not defending the original case; and, 3)
26 diligence (ordinary care in the situation) used in requesting to set aside the default once
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1 discovered. *Rappleyea v. Campbell* (1994) 8 Cal.4th 975; *see also Shapiro v. Clark* (2008) 164
2 Cal.App.4th 1128, 1144; *see also McCreadie v. Arques* (1967) 248 Cal.App.2d 39, 46. The
3 Court also considers any possible prejudice that could result from the set aside. *Munoz v. Lopez*,
4 (1969) 275 Cal.App.2d 178, 183.

5 **V. CONCLUSION**

6
7 The Court should set aside the default and judgment and quash any writ of possession
8 and/or execution in the interest of due process and fairness. Defendant should be able to
9 properly defend the case and have it decided by a trial on its merits.
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12 Date: _____

Signed by: _____

Defendant without Attorney

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Defendant in Pro Per

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

Case No.: _____

DECLARATION OF DEFENDANT

Plaintiff(s),

vs.

**IN SUPPORT OF MOTION TO SET
ASIDE THE JUDGMENT AND ANY
DEFAULT, AND TO QUASH ANY WRIT
OF POSSESSION/EXECUTION. [CCP
§§ 473(b), 473(d), 473.5, 128(a)(8), and
86b(3)-(if a limited civil case)].**

Defendant(s).

ASSIGNED JUDGE: _____
DEPARTMENT: _____
HEARING DATE: _____
TIME: _____

I, _____ declare as follows:

I am the defendant in the above-entitled action.

2. I did not answer the Summons and Complaint and/or did not go to the trial because:

CHECK ANY STATEMENTS BELOW THAT APPLY:

I did not receive the Summons and Complaint in this case at all or did not receive them in the legally required way. _____

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I did not receive the Summons and Complaint in time to file an answer on time:

The Plaintiff, his/her attorney, or someone else lied, misled me or otherwise caused me to not file papers and/or attend the trial: _____

I did not receive a Notice of the Trial from the Court: _____

I was very sick/hospitalized which prevented me from filing my answer or going to court: _____

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Other: _____

3. I did not avoid service of the legal papers or do anything else that interfered with notice of the Summons and Complaint that was meant for me.

4. I discovered there was a default/judgment against me on: _____
When I found out, I filed this Motion to Set Aside within a reasonable time and within the statutory period, if applicable.

5. If this Motion is granted, I believe I can win the case at trial.

6. If the Court does not grant this motion, it would be unfair and cause me harm because:

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7. If this is an eviction case, I request the Court give me additional time to find new housing so that I will not be homeless.

I declare under penalty under the laws of the State of California, that the foregoing is true and correct. Executed at: _____, California on date: _____.

Signed by: _____
Defendant without Attorney

Printed Name

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Defendant in Pro Per

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

Plaintiff(s),

vs.

Defendant(s).

)
) Case No.: _____
)
) **[PROPOSED] ORDER**
)
) **ASSIGNED JUDGE:** _____
) **DEPARTMENT:** _____
) **HEARING DATE:** _____
) **TIME:** _____
)
)

After consideration of Defendant's motion, all other pleadings and papers, and any oral argument in this case, and upon good cause appearing, the Court orders Defendant's Motion to Set Aside be granted. The Judgment entered in this case, as well as any Default, is set aside. The Court also orders that any Writ of Possession and/or Execution issued is recalled and quashed.

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- Defendant's Proposed Answer is deemed filed as of this date.
- Defendant is ordered to file an Answer within _____ days from the date of this Order.
- Other: _____

_____.

It is so Ordered.

Date: _____

JUDGE OF THE SUPERIOR COURT

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: FIRM NAME: STREET ADDRESS: CITY: TELEPHONE NO.: EMAIL ADDRESS: ATTORNEY FOR (name): Self Represented	STATE BAR NUMBER: STATE: ZIP CODE: FAX NO.:	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:		
PLAINTIFF: DEFENDANT:		
[PROPOSED] 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 the *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 of the statements of the complaint and of the *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), (c), and (d), as appropriate.*)

(b) Defendant claims the statements in the **Verification required for issuance of summons—residential**, item 3 of plaintiff's *Mandatory Cover Sheet and Supplemental Allegations* (form UD-101), are false.

(c) Defendant claims the following statements on the *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)(c).

PLAINTIFF: DEFENDANT:	CASE NUMBER:
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2. b. (2) (d) Defendant has no information or belief that the following statements on the *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)(d).
3. **DEFENSES AND OBJECTIONS** (*NOTE: For each box checked, you must state brief facts to support it in item 3w (on page 4) 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. 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 3w the facts showing violation of the ordinance.*)
- h. 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 3w 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.
- 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. Plaintiff's demand for possession of a residential property is in retaliation for nonpayment of rent or other financial obligations due between March 1, 2020, and September 30, 2021, even though alleged to be based on other reasons. (Civ. Code, § 1942.5(d); Gov. Code, § 12955.)
- m. Plaintiff's demand for possession of a residential property is based on nonpayment of rent or other financial obligations due between March 1, 2020, and September 30, 2021, and (*check all that apply*):
- (1) Plaintiff did not serve the general notice or notices of rights under the COVID-19 Tenant Relief Act as required by Code of Civil Procedure section 1179.04.
- (2) Plaintiff did not serve the required 15-day notice. (Code Civ. Proc., § 1179.03(b) or (c).)

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3. m. (3) Plaintiff did not provide an unsigned declaration of COVID-19–related financial distress with the 15-day notice. (Code Civ. Proc., § 1179.03(d).)
- (4) Plaintiff did not provide an unsigned declaration of COVID-19–related financial distress in the language in which the landlord was required to provide a translation of the rental agreement. (Code Civ. Proc., § 1179.03(d).)
- (5) Plaintiff identified defendant as a “high-income tenant” in the 15-day notice, but plaintiff did not possess proof at the time the notice was served establishing that defendant met the definition of high-income tenant. (Code Civ. Proc., § 1179.02.5(b).)
- (6) Defendant delivered to plaintiff one or more declarations of COVID-19–related financial distress and, if required as a “high-income tenant,” documentation in support. (Code Civ. Proc., §§ 1179.03(f) and 1179.02.5.)
(Describe when and how delivered and check all other items below that apply):
- (a) Plaintiff's demand for payment includes late fees on rent or other financial obligations due between March 1, 2020, and September 30, 2021.
- (b) Plaintiff's demand for payment includes fees for services that were increased or not previously charged.
- (c) Defendant, on or before September 30, 2021, paid or offered plaintiff payment of at least 25% of the total rental payments that were due between September 1, 2020, and September 30, 2021, and that were demanded in the termination notices for which defendant delivered the declarations described in (a). (Code Civ. Proc., § 1179.03(g)(2).)
- (7) Defendant is currently filing or has already filed a declaration of COVID-19–related financial distress with the court. (Code Civ. Proc., § 1179.03(h).)
- n. Plaintiff's demand for possession of a residential property is based on nonpayment of rent or other financial obligations due between October 1, 2021, and March 31, 2022, and (check all that apply):
- (1) Plaintiff's notice to quit did not contain the required contact information for the pertinent governmental rental assistance program, or the other content required by Code of Civil Procedure section 1179.10(a).
- (2) Plaintiff's notice to quit did not include a translation of the statutorily required notice. (Code Civ. Proc., § 1179.10(a)(2) and Civ. Code, § 1632.)
- o. For a tenancy initially established before October 1, 2021, plaintiff's demand for possession of a residential property is based on nonpayment of rent or other financial obligations due between March 1, 2020, and March 31, 2022, **and** (check all that apply):
- (1) Plaintiff did not complete an application for rental assistance to cover the rental debt demanded in the complaint before filing the complaint in this action.
- (2) Plaintiff's application for rental assistance was not denied.
- (3) Plaintiff's application for rental assistance was denied for a reason that does not support issuance of a summons or judgment in an unlawful detainer action (check all that apply):
- (a) Plaintiff did not fully or properly complete plaintiff's portion of the application. (Code Civ. Proc., § 1179.09(d)(2)(A).)
- (b) Plaintiff did not apply to the correct rental assistance program. (Code Civ. Proc., § 1179.09(d)(2)(C).)
- (4) Rental assistance has been approved and tenant is separately filing an application to prevent forfeiture (form UD-125).
- p. 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).)
- (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).)

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3. q. 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 3w*).
- r. 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.*)
- s. 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.
- t. Plaintiff refused to accept payment from a third party for rent due. (Civ. Code, § 1947.3; Gov. Code, § 12955.)
- u. Defendant has a disability and plaintiff refused to provide a reasonable accommodation that was requested. (Cal. Code Regs., tit. 2, § 12176(c).)
- v. Other defenses and objections are stated in item 3w.
- w. (*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 3w.

Attachment 3w is attached hereto.

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.
- Breach of Warranty of Habitability**
- 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.
- 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.

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5. e. Other (specify below or on form MC-025):
 All other requests are stated on form MC-025, titled as Attachment 5e.

1. **Right to a Jury Trial pursuant to CCP §631; 2. Reinstatement of the tenancy or in the alternative, relief from forfeiture per CCP§1179; 3. An order sealing the record after dismissal or judgment; 4. if the breach of warranty of habitability is pleaded, then the court to retain jurisdiction over this matter until all repairs and corrections are made; 5. Any additional relief the Court deems just and proper.**

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)

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DEFECTIVE EVICTION NOTICE

The eviction notice that is the basis of this action is defective:

- It did not clearly demand possession and/or it is not in the alternative.
- It did not clearly demand a forfeiture (cancellation) of the rental agreement or lease.
- The notice did not adequately describe the property.
- It demands more rent than the tenant(s) owed because
 - _____ there are/were uninhabitable conditions which reduces the amount of rent owed.
 - _____ Plaintiff failed to give credit for _____ rent paid and/or _____ repairs Defendant made.
 - _____ Plaintiff illegally raised the rent. CCP §827
 - _____ The notice demanded late fees or other non-rental charges in violation of CC § 1671(d)
 - _____ The notice illegally demanded rent for a period beyond one year. CCP §1161
 - _____ The notice is overstated because the tenant is due an offset for _____ reduction of services to tenant promised under the lease or _____ agreed upon Tenant services that Plaintiff failed to pay.
 - _____ Other: _____
- Tenant tendered the demanded rent and in a manner Plaintiff directed. Plaintiff cannot now demand additional rent from the tenant. CC §1476; CCP §1161.5
- The notice does not identify _____ an address or _____ telephone number _____ available days of the week or _____ hours where the rent can be paid _____ or natural person for whom to pay. CCP§ 1161
- Plaintiff served the notice before the rent was due or during the late fee period.
- Notice did not give Defendant 3 days to pay the rent because:
 - _____ the notice cannot expire on or include Saturdays, Sundays or Court holidays. CCP §12a/AB 2343
 - _____ the notice cannot expire on the same day it was served. CCP §1161
 - _____ Plaintiff only accepts rent on certain days but counted days it was unavailable to accept rent.
- The notice does not give the tenant a full 30 days to move (tenancy less than one year). CC §1946 (c).
- The notice does not give the tenant 60 days to move (tenancy exceeding one year). CC §1946.1 (b).
- The notice does not contain statement about reclaiming abandoned personal property. CC §1946.1(h)
- Defendant was served with multiple notices which confused Defendant(s).
- The notice was based on a breach of covenant but did not specify what tenant must do to cure the breach and/or did not give tenant 3 days to cure the breach. CCP §1161 (3)
- It was based on a breach of covenant/ nuisance but failed to specifically describe act(s). CCP §1161
- Notice is based on a breach of covenant or nuisance but it is trivial or non-material.
- Facts stated in the notice regarding the breach and/or nuisance are untrue.
- The notice was not served on the tenant.
- Tenant was served a different notice from the one attached to the complaint. CCP §1166(d)(1)(A)
- The notice was not served as (or on the date as) Plaintiff alleges in the complaint. CCP §1166(a) (5)
- The notice was not served properly per CCP § 1162:
 - _____ It was posted on the door and not mailed and/or mailed and not posted.
 - _____ It was served on a minor at the subject premises.
 - _____ It was given to an adult other than the defendant and not also mailed to Defendant.
- Defendant was unable to contact Plaintiff within the notice period due to Plaintiff's action and/or failure to act and was therefore prevented from paying the demanded rent. CC §1511
- The notice violated the Fair Debt Collection Practices Act because a non-owner is collecting the rent for the owner without providing a proper debt validation notice. 15 U.S.C. §1692

DEFECTIVE COMPLAINT

- The complaint was not verified, or improperly verified. CCP § 1166
- The complaint was filed before the expiration of the notice period:
 - _____ The notice was served on _____ and so did not expire until the _____.
 - _____ The notice was not served at all or _____ was not properly served.
- The notice was not attached to the complaint as required by CCP §1166(d) (1) (A).
- This unlawful detainer is based on a cause of action other than nonpayment of rent. Plaintiff failed to attach the rental agreement to the complaint. CCP §1166(d)(1)(B)
- The complaint fails to state a cause of action for an unlawful detainer because Plaintiff did not complete the necessary information in paragraphs _____. CCP §1166

BREACH OF WARRANTY OF HABITABILITY

- The amount of rent demanded in the notice and/or the daily rental value demanded in the complaint is excessive because Plaintiff has failed to provide a habitable premises as required by Civil Code §1941.1 and/or Health and Safety Code §17920.3(a), of which Plaintiff had actual notice and/or constructive notice and which are listed by example and not limitation.
 - Damp/leaking ceilings/walls
 - Falling plaster/peeling paint
 - Lack of/inadequate heat
 - Lack of/inadequate hot water
 - Defective/inadequate gas service
 - Missing/broken windows/doors
 - Defective/leaking plumbing
 - Mold
 - Other: _____
- Missing, broken smoke detectors
- Infestation of roaches/rodents/vermin/ insects
- Unsafe railings/stairways
- Common areas unclean
- Inadequate trash collection/receptacles
- Inadequate security locks
- Defective electrical wiring
- Lead Hazards
- Other: _____

- The conditions above have existed and have not been repaired for 60 days after notice from a government agency inspector, creating a presumption that Plaintiff breached the warranty of habitability. CC § 1942.3
- Plaintiff may not increase, demand or collect rent when uninhabitable conditions exist(ed) and have not been repaired/abated within 35 days after written notice from a public officer or employee to repair or abate them. CC § 1942.4
- The dwelling/unit contains serious health, safety, fire or building code violations for which a citation was issued by a government agency and has not been abated for 6 months or longer. CC§ 1954.52.
- Plaintiff has failed to obtain a valid certificate of occupancy for the premises making the unit unfit for residential habitation. The premises is “an illegal unit” and thus the lease is an unenforceable contract.
- Other: _____

REPAIR AND DEDUCT

- Tenant does not owe the rent demanded because tenant paid for and deducted from the rent the cost of repairs. Plaintiff knew the repairs were needed and failed to provide repairs within a reasonable time. CC §1942(a)
- Plaintiff and tenant agreed _____ verbally or _____ in writing that tenant could repair the conditions in the unit and deduct the cost of repairs from the rent. CC§ 1942.1
- Tenant' rent includes charges for light, heat, water or power not separately stated. Tenant made a utility payment and was allowed to deduct the payment from the rent. Public Utilities Code §§10009-10009.1, §§16481-16481.1, and §§ 12822-12822.1; CC§1942.2.
- Other: _____

ESTOPPEL

- Plaintiff was aware of the facts regarding defendant's purported breach and acted so as to lull Defendant into believing that the alleged breach was acceptable to Plaintiff. Defendant reasonably relied on Plaintiff's acts and failure to act to the detriment of Defendant and Defendant was ignorant of Plaintiff's true intentions.
- Plaintiff made an oral agreement with Defendant that the rent demanded in the notice could be paid at a later date, upon which Defendant(s) detrimentally relied.
- Plaintiff and Defendant(s) entered into a written agreement that the rent demanded in the notice could be paid at a later date, upon which defendant(s) detrimentally relied.
- Plaintiff has waived the alleged breach and is estopped from prosecuting this action because the Defendant(s) has paid rent and detrimentally relied on the waiver.
- Other

1 **WAIVER**

- 2 Plaintiff, with full knowledge of the Defendant's alleged breach and the facts surrounding said breach, intentionally waived and relinquished the right to declare a breach or forfeiture of the tenancy.
- 3 Within the notice period, Defendant timely tendered the full amount of the rent demanded to the Plaintiff, and said tender was accepted by the Plaintiff.
- 4 Plaintiff accepted rent after the notice expired. Lessor has therefore waived the breach and the notice and has created a new tenancy. CCP §1161.5
- 5 The rental agreement states rent is due the ____ of each month. However, each month, Defendant has paid on the ____ of the month. The parties have therefore modified the agreement and Plaintiff's nonpayment notice is premature.
- 6 Plaintiff has accepted rent with actual and/or constructive knowledge of the alleged of breach. As a result, Plaintiff has waived the alleged breach. CCP §1161.5
- 7 Within the notice period, tenant timely tendered the full amount of rent demanded, but said tender was refused. The tender extinguished tenant's obligation to pay rent. CC§1485

9 **RETALIATION**

- 10 Plaintiff may not recover possession to retaliate against the tenant within 180 days of:
 - 11 ____ Tenant complaining to a governmental agency or agencies concerning tenantability. CC §1942.5
 - 12 ____ Tenant complained to the Plaintiff or Plaintiff's agent concerning tenantability. CC §1942.5
 - 13 ____ For otherwise asserting tenant's rights. CC §1942.5
- 14 Plaintiff demanded that Defendant disclose his/her immigration status in violation of CC §1940.3(b).
- 15 Tenant is a victim of domestic violence and Plaintiff is evicting tenant in violation of CCP §1161.3.

14 **DISCRIMINATION**

- 15 Plaintiff is discriminating against the tenant in violation of the Constitution and laws of the United States and/or State and local laws on the basis of:

<input type="checkbox"/> Race	<input type="checkbox"/> Gender	<input type="checkbox"/> National Origin	<input type="checkbox"/> Age
<input type="checkbox"/> Religion	<input type="checkbox"/> Sexual Orientation	<input type="checkbox"/> Family Status	<input type="checkbox"/> Source of Income
<input type="checkbox"/> Disability	<input type="checkbox"/> Presence of children in the household	<input type="checkbox"/> Other _____	

17 **DISCRIMINATION – FAILURE TO PROVIDE REASONABLE ACCOMMODATION**

- 18 Defendant is a qualified tenant with a disability. Defendant asserts that Plaintiff(s) were at all times aware of tenant's disabilities. Accommodation is necessary to afford Defendant equal opportunity to use and enjoy its home. Tenant requested but Plaintiff failed to provide a reasonable accommodation. Fair Housing Act 42 U.S.C. §3604, California Fair Employment & Housing Act Cal. Gov. Code §12900 et. seq. Rehabilitation Act §504 of 1973. 42 U.S.C. §12104 seq. (Americans with Disabilities Act).

21 **OWNERSHIP AND STANDING**

- 22 Defendant was not notified of the change in ownership which prevented payment of rent. CC §1962
- 23 Defendant paid rent to former owner before receiving notice of the change of ownership. CC §1111
- 24 A landlord/tenant relationship does not exist between Plaintiff and Defendant.
- 25 Plaintiff's claim of title and right to possession is based on a void or voidable instrument
- 26 Title to the subject property is in dispute.
- 27 Plaintiff is not a real party in interest of the subject premises and/or does not correctly state its authority to sue on behalf of the actual owner. Thus, Plaintiff lacks standing to evict. CCP §367
- 28 Plaintiff wrongfully brought this action using a business name or failed to register said business name.
- Plaintiff is a ____ Corporation, ____ LP, or ____ LLC but did not bring the suit under its legal name.
- Plaintiff is a Corporation/LP/LLC that does not have the capacity to bring this action because:
 - ____ It is not registered with the California Secretary of State. Revenue and Taxation Code § 23301
 - ____ It is suspended as a business entity with the California Secretary of State. *Id.*
- Plaintiff is a Corporation/LP/LLC/ or Trust and must be represented by an attorney. *Ziegler v. Nickel, et. al., 64 Cal.App. 4th, 545, 547-549 (1998).*

SECTION 8 VOUCHER

Plaintiff receives housing assistance payments from a local housing authority on behalf of Defendant and is subject to a lease, Housing Assistance Payment (HAP) contract and other laws governing Section 8. The notice of termination is defective and/or Plaintiff does not state grounds for the eviction because:

_____ The rent demanded exceeded the legal amount that could be demanded under the HAP contract.

_____ The notice fails to state the grounds for eviction in enough detail to prepare a defense as required by the lease/HAP contract/federal law.

_____ The lease and HAP contract that are the subject of this action require that good cause be shown by the plaintiff in seeking to evict the tenant.

_____ The notice was not served concurrently on the Housing Authority as required by Federal law.

_____ The HAP contract was abated by the local Housing Authority because plaintiff failed to comply with the Housing Quality Standards of the HAP contract and Federal Law.

FEDERALLY SUBSIDIZED HOUSING/HUD OWNED/HUD INSURED HOUSING

The subject premises is a federally subsidized or HUD owned/insured housing development subject to federal statutes and regulations. The notice is defective and/or plaintiff does not state or have grounds for evictions as follows:

_____ The nonpayment of rent notice fails to give 10 days notice to pay or quit.

_____ The notice is based on a breach of the rental agreement but fails to give 10 days notice to cure the breach.

_____ The rent demanded exceeded the amount that could be demanded under the subsidy.

_____ The notice fails to advise tenant of the right to request a meeting to discuss the allegations.

_____ The notice fails to state good cause for the termination.

_____ It fails to give 30 day's notice or, if an alleged threat to health/safety, a reasonable time.

_____ Plaintiff failed to make the grievance procedure available to tenant.

The notice fails to state the grounds for the eviction in enough detail to prepare a defense.

Defendant is a victim of domestic violence, living in HUD subsidized housing. Plaintiff has alleged nuisance and has unlawfully terminated defendant's tenancy in violation of the Violence Against Women Act and Department of Justice Reauthorization Act of 2013.

CONVENTIONAL PUBLIC HOUSING

The subject premises are federally financed conventional public housing, owned and operated by a local Housing Authority subject to federal statutes and regulations. The notice of termination is defective and/or the plaintiff does not state or have grounds for eviction because:

_____ Notice is based on nonpayment of rent and fails to give 14 days notice to pay rent.

_____ Notice is based on a breach of the rental agreement but does not give 14 days to cure the breach.

_____ The rent demanded exceeded the legal amount of rent that could be demanded under the subsidy.

_____ Notice fails to advise tenant of the right to request a hearing pursuant to the grievance procedure.

_____ Notice fails to state good cause for termination.

_____ Notice fails to give sufficient days' notice or, if an alleged threat to health and safety, a reasonable time to comply.

_____ Plaintiff failed to make the grievance process available to tenant.

_____ Notice fails to state the grounds for eviction in sufficient detail to allow Defendant to indicate a defense as required by and contract and federal law.

Plaintiff's claims are barred by protections under the Violence Against Women Act (VAWA) and requisite federal and state laws

Other: _____

MISCELLANEOUS

- 1 Plaintiff cannot demand that the rent be paid ONLY in cash or via electronic transfer or declined to
- 2 accept payment from a third party without cause. CC §1947.3
- 3 Defendant has paid rent and/or provided Plaintiff valuable nonmonetary consideration or other services
- 4 in lieu of rent to establish a tenancy beyond a tenancy at will. CCP §789
- 5 This action is barred by a prior judgment or because another action is pending upon the same cause of
- 6 action. CCP §597
- 7 Defendant(s) requests the court to take judicial notice of the following case(s):
- 8 _____
- 9 The parties negotiated the written lease agreement in a language other than English. However, the
- 10 written contract is in English, in violation of Civil Code §1632 et. seq.
- 11 Plaintiff is displacing Defendant using State or Federal funds and has not complied with the State
- 12 Relocation Act. Gov. Code §§7260-7277, 25 CCR §6000 et. seq. and/or the Federal Uniform
- 13 Relocation Act (24 CFR Part 42; 42 U.S.C 420-4656, 49 CFR Part 24) and/or § 14(d) of the Housing
- 14 and Community Development Act of 1974, 42 U.S.C §5301 et. seq.; 49 CFR § 24.2 et. seq.
- 15 Defendants have filed for bankruptcy, Case No. _____. Therefore, Plaintiff
- 16 cannot _____ commence an unlawful detainer action against Defendant(s) or _____ take further
- 17 steps to prosecute. 11 USC §362(a)(1), (2), (3).
- 18 Defendant is on active military duty and subject to the protections of the Service Members Civil Relief
- 19 Act (SCRA) 50 U.S.C. § 521 et. seq.
- 20 Plaintiff is barred from recovery against defendant by reason of the doctrine of laches and undue delay
- 21 in giving notice to defendant of the matters alleged in the complaint and in commencing this litigation.
- 22 The Landlord has violated the Implied Covenant of Good Faith and Fair Dealing
- 23 The Landlord has violated the Implied Covenant of Quiet Enjoyment (CC §1927)

TENANT HARASSMENT

- 24 Plaintiff has engaged in conduct resulting in Theft (PC §484(a) of Tenant's property and/or
- 25 Extortion (PC § 518) of the Tenant. CC §1940.2 (a)(1) & (2).
- 26 Plaintiff used (or threatened to use) force, willful threats, or menacing conduct that interfered with
- 27 the tenant's quiet enjoyment of the premises in violation of CC §1927 because it created an
- 28 apprehension of harm to the Tenant. CC §1940.2(a)(3)
- 29 Plaintiff committed a significant and intentional violation of Civil Code § 1954 – Entry or Notice
- 30 of Entry into the unit and/or Inspection of tenant's unit to harass Tenant or otherwise invade the
- 31 Tenant's privacy and/or personal security. CC §1940.2(a)(4)
- 32 Plaintiff willfully caused the interruption or termination of utility services (including but not limited to
- 33 water, heat, light, electricity, gas, telephone, elevator, or refrigeration) CC § 789.3 (a)
- 34 Plaintiff prevented the tenant from gaining reasonable access to the property by changing the locks,
- 35 removing outside doors/windows, and/or otherwise removing the tenant's personal property,
- 36 furnishing or other items without the Tenant's consent. CC § 789.3 (b)

DOMESTIC VIOLENCE

- 37 Defendant is a victim of domestic violence, Plaintiff has alleged nuisance pursuant to CCP 1161(4),
- 38 And Plaintiff has unlawfully terminated Defendant's tenancy in violation of the Violence Against
- 39 Women Act and Department of Justice Reauthorization Act of 2013.
- 40 Tenant is a victim of domestic violence and Plaintiff is evicting tenant in violation of Civil Code
- 41 §1946.7.
- 42 Plaintiffs' claims are barred by protections under the Violence Against Women Act (42 U.S.C. §
- 43 14043 et seq.) Defendant is a victim of domestic violence. Defendant's tenancy with Plaintiff is
- 44 subsidized by U.S. Department of Housing and Urban Development ("HUD"). Plaintiff is covered
- 45 entity under VAWA. Plaintiff's actions against Defendant of failing to protect her housing interest,
- 46 and/or respond appropriately to domestic violence, constitute discrimination against Defendant as an
- 47 abuse survivors, in violation of the Act. (42 U.S.C. § 14043e-1)
- 48 Other: _____

1 **CITY OF LOS ANGELES RENT STABILIZATION ORDINANCE (LAMC §151.00 et. seq.)**

- 2 The property is subject to the Los Angeles Rent Stabilization Ordinance (LARSO) as the unit is 1)
3 within the City of Los Angeles; 2) two or more units; 3) built before 1978 and not otherwise
4 exempted under the law.
- 5 The rent demanded exceeded the legal amount that could be demanded. LAMC § 151.07
- 6 The premises were not registered as required by LAMC §151.05.
- 7 Plaintiff did not post and/or serve the Certificate of Registration. LAMC §151.05(A)
- 8 Plaintiff has not served tenant with a written notice stating the reasons for termination with specific
9 facts that provide _____ the date _____ place _____ witnesses and/or _____ circumstances
10 concerning the reasons for the eviction. LAMC §151.09(C)
- 11 Plaintiff does not state or have cause for the eviction under LARSO. LAMC §151.09 (A)
- 12 Plaintiff has failed to provide relocation assistance. LAMC §151.09(G)
- 13 Plaintiff is not proceeding in good faith in recovering possession. LAMC §151.09 et seq.
- 14 Plaintiff's intent in seeking possession is retaliation against the tenant for exercising his/her rights
15 under the ordinance. LAMC §151.09 (B)
- 16 Plaintiff failed to post the RSO Notification and Contact Information for the Los Angeles Housing
17 Department. LAMC §151.05
- 18 Plaintiff increased the rent in violation of LAMC §151.04(A).
- 19 Plaintiff allegedly seeks possession for use/occupancy by a manager, or Plaintiff or Plaintiff's
20 family or to vacate the unit to comply with a government agency or to perform work on the on the
21 building or to permanently remove the rental unit from the market but has not filed or served the
22 required notice or declaration under LAMC §151.09C.
- 23 Other: _____

24 **LOS ANGELES HOUSING CODE (LAMC §§161.101 et. seq.)**

- 25 Plaintiff failed to pay the "SCEP" fees required by LAMC §161.352. Tenant may withhold rent until
26 the SCEP fees are paid. LAMC §§161.903.3.1 and 161.903.3.2
- 27 The Los Angeles Housing Department's General Manager issued orders regarding violations
28 existing at the premises. Plaintiff may not bring an eviction action without good cause required
under LAMC §151.09 until the Plaintiff complies with the order and for 180 days after the date of
compliance.
- Plaintiff may not increase rent for one year after the Los Angeles Housing Department determines
that the Plaintiff has complied with the Order to Comply/Repair. In this case, this notice to pay rent
or quit demands rent in excess of the lawful amount. LAMC §161.807
- Other: _____

29 **RENT ESCROW ACCOUNT PROGRAM (REAP) LAMC §161.807**

- 30 Less than a year has passed since the subject property was placed into REAP, and Plaintiff has
31 unlawfully increased the rent during that time. LAMC §162.09(A)
- 32 The Plaintiff has filed the unlawful detainer action without first checking in writing to see if the
33 tenant has paid rent into REAP. LAMC §162.09(A)(2)
- 34 The property was removed from REAP less than 180 days before the filing of the complaint, and
35 Plaintiff is attempting to evict Defendant without good cause, required under LAMC §151.09(A).
- 36 Defendant has made a payment into REAP for the rent demanded; Plaintiff may not demand
37 additional rent from the Defendant.
- 38 Other: _____

1
2 **INTERIM RENT STABILIZATION ORDINANCE, Unincorporated Areas of the County of Los**
3 **Angeles (11/20/2018)**

4 The premises are located in an **unincorporated** area of Los Angeles County 2) two or more
5 units, 3) built before February 1, 1995 and therefore subject to the and subject to Interim Rent
6 Stabilization Ordinance [Ord. No. 2018-0045] and its Amending Ordinances, and:

- 7 The rent demanded exceeds the legal amount that can be demanded. §3.A
8 The notice overstates the amount due because Landlord failed to credit the balance of
9 overpayment as a result of Landlord's increase of rent in excess of 3% above the rent charged
10 on September 11, 2018. §3.A.
11 The rent demanded exceeds the legal amount that can be demanded. §3.B
12 The rent demanded exceeds the legal amount that can be demanded because Landlord
13 Increased.
14 The rent demanded exceeds the legal amount that can be demanded due to a decrease in
15 housing services. §§ 3.C, 2.H.
16 Landlord does not state and/or have a valid For Cause or No Fault basis for the eviction.
17 §4.A.3
18 Landlord failed to serve the notice of termination as required. §§4.A.1, .4
19 The alleged breach of the rental agreement covenant is not a breach of a material term.
20 §§4.B.2, 2.J
21 The covenant of the rental agreement alleged to have been breached has not been
22 expressly consented to in writing by Tenant. §§4.B.2, 2.J
23 Landlord did not provide 10 days to cure the alleged breach of the rental agreement. §4.B.2.
24 Landlord is evicting for family member- occupancy and the person(s) to move in does not
25 qualify. §4.C.2.
26 Landlord is seeking to evict pursuant to the Ellis Act without the requisite imminent
27 intent. §4.C.1.
28 Other: _____

18 **RENT STABILIZATION ORDINANCE, Unincorporated Areas of the County of Los Angeles**
19 **(4/1/2020)**

20 The dwelling unit is 1) located in an **unincorporated** area of Los Angeles County and 2) not
21 otherwise exempted by State or other provisions thereof. Parties are subject to the Los Angeles County
22 Unincorporated Rent Stabilization Ordinance [Los Angeles County Code Chapter 8.52 et. seq.], and:

- 23 Landlord does not state and/or have a valid For Cause or No-Fault basis for the eviction.
24 §8.52.090(A), (D), (E).
25 Landlord failed to comply with the tenancy termination requirements of §8.52.090(B).
26 The rent demanded exceeds the legal amount that can be demanded. §8.52.050(C), (D).
27 The rent demanded exceeds the legal amount that can be demanded due to a decrease
28 in housing services. §8.52.030(R).
 The rent demanded exceeds the legal amount that can be demanded because Landlord
issued the notice of rent increase during a period in which Landlord had failed to register the
rental unit and/or was delinquent in registration payments. §8.52.050(B).
 The rent demanded exceeds the legal amount that can be demanded because Landlord
previously increased the rent more than once in a 12-month period. §8.52.050(E).
 Landlord's notice to terminate tenancy demands money other than rent. §8.52.030(R).
 Landlord's notice to terminate tenancy demands pass-through costs. §8.52.070.
 The alleged breach of the rental agreement covenant is not substantial and/or a breach of
a material term. §8.52.090(D)(2).
 Landlord did not provide 10 days to cure the alleged breach of the rental agreement.

1 §8.52.090(D)(2).

2 The covenant of the rental agreement alleged to have been breached has not been
expressly consented to in writing by Tenant. §8.52.090(D)(2)(a).

3 Tenant did not willfully cause or allow substantial damage to the rental unit.

4 §8.52.090(D)(2)(c).

5 Landlord did not provide Tenant with an opportunity to cure the substantial damage to the
rental unit by paying the reasonable cost of repair. §8.52.090(D)(2)(c).

6 The new written rental agreement Tenant refused to sign was not of substantial identical
material terms and/or received more than 90 days prior to Tenant's current agreement's
expiration. §8.52.090(D)(4).

7 Landlord is seeking to evict under or without a relocation application that has not been
approved by the County. §8.52.090(D)(5).

8 Landlord did not provide 1-year written notice before discontinuing the renewal of
Tenant's subsidized tenancy. §8.52.090(D)(6).

9 Landlord is evicting for self- or family member- occupancy and is not acting in good faith.
§8.52.090(E)(1).

10 Landlord is evicting for self- or family member- occupancy and has not provided Tenant
with 60 days notice to vacate. §8.52.090(E)(1).

11 Landlord is evicting for self- or family member- occupancy and the person(s) to move in
does not qualify. §§8.52.030(M), 8.52.090(E)(1).

12 Landlord is seeking to evict pursuant to the Ellis Act but has not complied with Rent
Stabilization Ordinance notice requirements. §8.52.090(E)(2).

13 Landlord is seeking to evict pursuant to the Ellis Act but has failed to provide Tenant with
a 1-year extension to vacate. §8.52.090(E)(2).

14 Landlord is seeking to evict with a no-fault basis but failed to pay all County-incurred costs
prior to serving the written notice to terminate tenancy. §8.52.090(E)(5).

15 Landlord is seeking to evict pursuant to the Ellis Act but has failed to properly record a
memorandum with the County as required. §8.52.090(E)(6).

16 Landlord is seeking to evict under a buyout agreement which was properly rescinded by
Tenant. §8.52.100(C).

17 Landlord is seeking to evict under a buyout agreement which has not been filed with the
required County Department of Consumer and Business Affairs Department as required.
§8.52.100(D).

18 Landlord is seeking to evict in order to comply with a government order but has failed to
pay temporary or permanent relocation assistance as required. §8.52.110(A) - (C).

19 Landlord is seeking to evict under a no-fault basis but failed to pay Tenant permanent
relocation assistance as required. §8.52.110(A), (C).

20 Landlord is seeking to evict under a no-fault basis but failed to hire a relocation specialist
as required. §8.52.110(E).

21 Landlord has not provided Tenant with the required notice of tenants' rights.

22 §8.52.120(A).

23 Landlord has not provided Tenant with the required notice of tenants' rights in the
language in which the rental agreement was negotiated or written. §8.52.120(B).

24 Landlord has not posted the required County Department of Consumer and Business
Affairs form notice of tenants' rights poster in an accessible area of the property.

25 §8.52.120(A).

26 In seeking to evict, Landlord's main intent is retaliatory for Tenant's exercising rights
provided under the Rent Stabilization Ordinance. §8.52.130(A)

27 Other: _____

28 _____

COVID-19 PROTECTIONS ANSWER ATTACHMENT

1 A. The premises are located within the jurisdiction and city limits of the **City of Los Angeles**, and
2 subject to tenant protections in LAMC 49.99 as follows:

- 3 1. The rent demanded was properly delayed because tenant was unable to pay due to
4 COVID-19 pandemic related reasons.
- 5 2. The notice demands more rent than owed because Landlord improperly raised the rent
6 during the rent freeze. LAMC 151.32.
- 7 3. This action is a no-fault eviction during the COVID-19 Local Emergency Period.
- 8 4. The eviction is based on the presence of unauthorized occupant(s) due to COVID-19
9 reasons during the Local Emergency Period.
- 10 5. The eviction is based on the presence of pet(s) during the Local Emergency Period.
- 11 6. The eviction is based on nuisance related to COVID-19 reasons and during the Local
12 Emergency Period.
- 13 7. Landlord failed to provide written notice to tenant of newly enacted COVID-19 protections
14 within 15 days of the ordinance's effective date.
- 15 8. Landlord wrongfully influenced Tenant to pay money obtained through a governmental
16 relief program through fraud, intimidation, or coercion and Tenant is owed an offset.
- 17 9. Landlord is seeking to remove the premises from the rental market under the Ellis Act
18 during or within 60 days after the expiration of the Local Emergency Period.
- 19 10. The notice is defective because it demands interest and/or a late fee for rent owed during
20 the COVID-19 Local Emergency Period.
- 21 11. The notice overstates the amount owed because Tenant has paid invalid late fees and/or
22 interest on rent coming due during the Local Emergency Period and is owed an offset.
- 23 12. Landlord failed to attach HCIDLA Renter Protections Fact Sheet to the Notice this action is
24 based, Summons & Complaint, other eviction document and/or mail a copy as required.
- 25 13. Other: _____
26 _____
27 _____

17 B. Premises in **Los Angeles County** are subject to Executive Orders of the County of Los Angeles
18 Board of Supervisors Following Proclamation of Existence of the Local Health Emergency
19 Regarding Novel Coronavirus (COVID-19) and:

- 20 1. The rent demanded was properly delayed because tenant was unable to pay due to the
21 COVID-19 pandemic related reasons and proper notice, if any, was given under the law.
- 22 2. Landlord demanded more rent than is owed because landlord improperly raised the rent
23 during the rent freeze enacted due to COVID-19.
- 24 3. This action is a no-fault eviction during the Local Emergency Period.
- 25 4. This action is based on the presence of unauthorized occupant(s) due to COVID-19 reasons
26 and during the Local Emergency Period.
- 27 5. The eviction is based on the presence of pet(s) during the Local Emergency Period.
- 28 6. The eviction is based on nuisance related to COVID-19 reasons and during the Local
Emergency Period.
- 7. Tenant is a mobile home owner who rents space in a mobile home park, and the eviction
is based on nonpayment of space rent during the Local Emergency Period.
- 8. Landlord harassed or intimidated tenant for acts or omissions expressly permitted under
the Executive Order.
- 9. Other: _____

1 **Los Angeles City and County Tenant Anti-Harassment Ordinances**

2 The premises are located within the **City of Los Angeles**, and subject to the Los
3 Angeles Tenant Anti-Harassment Ordinance (TAHO) Article 5.3, LAMC 45.30 as follows:

4 Plaintiff reduced or eliminated housing services required by the lease, rental agreement
or applicable laws.

5 Plaintiff failed to perform and timely complete necessary repairs & maintenance required
6 by law or failed to follow applicable industry standards to minimize exposure to materials
such as noise, dust, lead paint, asbestos, etc.) that potentially cause harmful health impacts.

7 Plaintiff abused its right of access, notice of entry or inspection of Defendant's home
8 under California Civil Code Section 1954 et seq., including entering or photographing
portions of a rental unit that are beyond the scope of a lawful entry or inspection.

9 Plaintiff threatened Defendant(s) by word or gesture, with physical harm.

10 Plaintiff attempted to coerce the tenant to vacate with offer(s) of payments.

11 Plaintiff misrepresented that the Defendant is required to vacate or enticed the Defendant
12 to vacate through an intentional misrepresentation or omission of a material fact.

13 Plaintiff threatened or took action to terminate the tenancy by causing a 1) service of any
14 notice to quit or other eviction notice and/or 2) brought this action to recover possession of
the rental unit based on facts that the plaintiff has no reasonable cause to believe to be true.

15 Plaintiff threatened to or engaged in any act or omission that interferes with the tenant's
16 right use and enjoy the rental unit or otherwise rendered the unit unfit for human habitation
and occupancy.

17 Plaintiff refused to acknowledge or accept lawful rent payments as set forth in the lease
18 agreement or established by the usual practice of the parties or law.

19 Plaintiff inquired as to immigration or citizenship status of defendant or occupant or
20 required any statement, representation or certification concerning their immigration or
citizenship status.

21 Plaintiff disclosed or threatened to disclose to any person or entity information regarding
22 Defendant's immigration or citizenship status.

23 Plaintiff disclosed or threatened to disclose information about a tenant to any government
24 entity for engaging in legally protected activities or to influence Defendant(s) to vacate.

25 Plaintiff engaged in an activity prohibited by federal, state or local housing anti-
discrimination laws.

26 Plaintiff retaliated, threatened or interfered with tenant organizing activities including
forming or participating in tenant associations and unions.

27 Plaintiff interfered with a Defendant's right to privacy or requested information that
violates its right to privacy.

28 Plaintiff engaged in other repeated acts or omissions of such significance to substantially
interfere with or disturb the comfort, repose, peace or quiet of defendant(s) and that cause,
likely to cause or are committed with the objective to cause a tenant to surrender waive any
rights in relation to such tenancy.

//.

1 Premises in Los Angeles County are subject to Executive Orders of the County of Los
2 Angeles Board of Supervisors Following Proclamation of Existence of the Local Health
Emergency Regarding Novel Coronavirus (COVID-19) and:

3 The rent demanded was properly delayed because tenant was unable to pay due to the
COVID-19 pandemic related reasons and proper notice, if any, was given under the law.

4 Landlord demanded more rent than is owed because the property is covered by the
5 unincorporated LA County Rent Stabilization and Tenant Protections Ordinance (LACC §§
8.52.010 et. seq.) and landlord improperly raised the rent during the rent freeze enacted due to
COVID-19.

6 This action is a no-fault eviction and is during the effective dates of the County of Los
7 Angeles COVID-19 Tenant Protections Resolution.

8 This action is based on the presence of unauthorized occupant(s) due to COVID-19 reasons
and is during the effective dates of the County of Los Angeles COVID-19 Tenant Protections
Resolution.

9 The eviction is based on the presence of unauthorized pet(s) and is during the effective dates
10 of the County of Los Angeles COVID-19 Tenant Protections Resolution.

11 The eviction is based on nuisance related to COVID-19 reasons and is during the effective
dates of the County of Los Angeles COVID-19 Tenant Protections Resolution.

12 Tenant is a mobile homeowner who rents space in a mobile home park, and the eviction is
based on nonpayment of space rent during the effective dates of the County of Los Angeles
COVID-19 Tenant Protections Resolution.

13 Landlord harassed or intimidated tenant for acts or omissions expressly permitted under the
County of Los Angeles COVID-19 Tenant Protections Resolution..

14 Other: _____
15

16 **AB 3088/SB91/AB832 Tenant Relief Act of 2020 Enacted August 31, 2020.**

17 The tenant(s) is subject to financial distress caused by Covid-19 (CCP § 1179.01 et.
seq.) and is protected under the AB 3088/SB91/AB832.

18 **Filing for Non-Payment**

19 Tenant has returned the declaration of Covid-19 Financial distress as per CCP §
20 1179.03 (d)(e) but the Plaintiff still brings this above entitled action prior to September 30,
2021 in violation of CCP §§ 1179.03(g)(2)(A)-(B).

21 **Notice Requirements**

22 Plaintiff did not provide written notice to tenants who have not paid one or more rental
23 payments that became due during the protected and/or covered time period(s) - CCP 1179.04
(a),(b) & (c).

24 Plaintiff failed to provide a 15-Day Notice of Non-Payment for the protected time period of
March 1, 2020 to August 31, 2020 (CCP § 1179.03 (a)-(b)).

25 Plaintiff failed to provide a 15-Day Notice of Non-Payment of Rent for the transition
26 period of September 1, 2020 to September 30, 2021. (CCP § 1179.03 (c)).

27 Plaintiff failed to provide separate 15-Day Notices of Non-Payment of Rent for the
protected and transition time periods (CCP § 1179.03(e)).
28

- 1 Plaintiff failed to provide a 15-Day Notice of Non-Payment of Rent for Notices served on or
after July 1, 2021 with requisite language regarding rental assistance. CCP §1179.03(c)(6)
- 2 Plaintiff failed to provide the statutorily required Covid-19 hardship language in the non-
payment notice (CCP § 1179.03 (b)(4) & (c)(4)).
- 3 The Notice(s) fails to include the required legal statute including but not limited to correct
rental amount and/or the date each amount is due (CCP § 1179.03 (b)(2) & (c)(2)).
- 4 Plaintiff failed to provide an unsigned declaration of COVID-19-related financial distress
in the Notice pursuant to (CCP § 1179.03 (d)).
- 5 Plaintiff failed to provide an unsigned declaration of COVID-19-related financial distress
in the language in which the contract or agreement was negotiated. (CCP § 1179.03(d)).
- 6 Plaintiff failed to provide tenant 15 Days excluding Saturdays, Sundays and other
judicial holidays to pay the rent due before filing this suit (CCP § 1179.03 (b)(1)).
- 7 The premises are subject to the Tenant Protections Act and just cause protections until
8 9/30/21 per CCP § 1179.03.5, and the Plaintiff failed to provide a first notice of the violation
to the tenant with an opportunity to cure the violation prior to issuing a three-day notice to
9 quit. CC § 1946.2(c).

10 **Incorrect Rent Demanded**

- 11 The Notice demands rent during the Protected Time Period between March 1, 2020 and
12 August 31, 2020, which is completely protected by statute and plaintiff cannot evict for these
amounts (CCP § 1179.03 (a)-(b)).
- 13 Defendant tendered at least 25% of the rent due during the Transition Period of
September 1, 2020 to September 30, 2021 and the Notice demands remaining rent during
14 the Transition Period which is completely protected by statute and plaintiff cannot evict for
these amounts (CCP § 1179.03 (g)(2)(B)).
- 15 Plaintiff demands rental damages that accrued between March 1, 2020 to September
30, 2021 in violation of the statute (CCP § 1179.03.5(a)(3)(B)).
- 16 The Notice amount is overstated as it includes charges other than unpaid rent (utilities,
late charges, contractual fees, security deposit.).
- 17 The Notice demands any other unpaid financial obligation under the tenancy that came
due under the covered time period (utilities, security deposit, late fees or other non-rental
18 charges). (CCP § 1179.02 (c))
- 19 Tenant has paid Landlord a rent exceeding the legal amount under this statute and
Landlord has failed to provide a credit or refund the overpayment.(CCP § 1179.03
20 (g)(2)(B)).

21 **General Protections**

- 22 The premises are subject to the Tenant Protections Act and just cause protections until
9/30/2021 (CCP § 1179.03.5).
- 23 Landlord does not state and/or have a valid "For Cause" or "No Fault" basis for the
eviction and/or Landlord may not recover possession due to CCP § 1179.03.5 & CC §
1946.2).
- 24 Plaintiff is retaliating for non-payment of rent when filing this unlawful detainer on a
non-payment basis or another basis (CCP § 1942.5 (d)).
- 25 Tenant intends to file the Declaration of Covid-19 Financial distress with the court as
26 the return of the declaration was the result of mistake, inadvertence, surprise or excusable
neglect (CCP § 1179.03 (h)(1)(A)).
- 27
- 28

1 Plaintiff failed to file a declaration (UD120) stating that it did not receive rental
2 assistance (or pending application therein) for rent accruing during and/or after the notice
3 was issued. CCP §50897.3(e)(2)

4 As this case involves non-payment of months relating to Covid-19 protected under
5 statute, this case should be permanently masked or confidential pursuant to CCP §§1161.2,
6 1161.2.5.

7 The Court shall prevent forfeiture of the lease or rental agreement for non-payment of
8 Covid-19 rental debt and restore the tenant to the former estate or tenancy as the Defendant
9 fulfilled the obligations for rental assistance or its approval therein to restore the estate or
10 tenancy before the restoration of the premises to the Landlord. (CCP §1179.13.)

11 **Unlawful detainers for non-payment of rent from October 1, 2021 to March 31, 2022**
12 **due rent.**

13 **The Three Day Notice Demanding Covid-19 is Defective and should be dismissed.**

14 Tenant not given three business days, excluding Saturdays, Sundays, and other judicial
15 holidays to pay the rent or surrender possession (CCP § 1179.10(1)).

16 Three Day Notice fails to state the amount of rent demanded and the date each amount
17 became due. (CCP §1179.10(2)(A)).

18 Three Day Notice fail to state 1) the telephone number and internet website address of
19 the pertinent government rental assistance program (CCP 1179.10(2)(B)) and/or 2) fails to
20 provide the required language for Covid-19 rental assistance relief in bold text (CCP
21 1179.10 § (2)(C)).

22 Landlord was required under CC Section 1632 to translate the Three Day Notice in the
23 language as the rental contract or lease agreement (CCP §1179.10(2)(D)).

24 **The Summons on Complaint for the Covid-19 Rental Debt should not have been**
25 **issued**

26 Plaintiff failed to provide a statement verifying, under penalty of perjury, that before filing the
27 complaint, the landlord completed an application for government rental assistance to cover the
28 rental debt demanded from the defendants in the case, but the application was denied. (CCP
§1179.11 (a)(1)(A)).

Plaintiff did not file a copy of a final decision from the pertinent government rental
assistance program denying the assistance application for the property at issue in this case.
(CCP § 1179.11(a)(1)(B)).

Plaintiff's Obligations in the application or reporting on Rental Assistance from
pertinent government agencies.

Plaintiff failed to wait twenty (20) days from 1) the landlord submitted the rental application
or 2) the date the landlord allegedly served the tenant with the three-day notice underlying
the complaint, whichever is later (CCP 1179.11 (a)(2)(A-B)).

The Landlord has not received notice or obtained verification from the pertinent
government rental assistance program indication that the tenant has submitted a
completed application to cover the rental debt from the defendants (CCP 1179.11 (a)2(C)).

Tenant Provided Landlord with written communication that the tenant has applied for rental
assistance for the unpaid rental debt demanded in this case. (CCP 1179.11a(2)(D)).

LOCAL MUNICIPAL COVID-19 ORDINANCES

The premises are located within the jurisdiction of the following cities that have enacted their own Covid-19 Tenant Protection Ordinances. The unit is subject to that separate & unique tenant protections passed in that municipality in combination or alone with any federal, state, or county Covid -19 ordinance. An additional 3v may be attached, if any, for that specific jurisdiction to this Answer.

- | | | |
|----------------------------------------|----------------------------------------|--------------------------------------------|
| <input type="checkbox"/> Agoura Hills | <input type="checkbox"/> Glendale | <input type="checkbox"/> Rosemead |
| <input type="checkbox"/> Alhambra | <input type="checkbox"/> Inglewood | <input type="checkbox"/> San Gabriel |
| <input type="checkbox"/> Arcadia | <input type="checkbox"/> La Verne | <input type="checkbox"/> Santa Monica |
| <input type="checkbox"/> Azusa | <input type="checkbox"/> Lakewood | <input type="checkbox"/> Simi Valley |
| <input type="checkbox"/> Baldwin Park | <input type="checkbox"/> Long Beach | <input type="checkbox"/> South El Monte |
| <input type="checkbox"/> Beverly Hills | <input type="checkbox"/> Malibu | <input type="checkbox"/> Thousand Oaks |
| <input type="checkbox"/> Commerce | <input type="checkbox"/> Maywood | <input type="checkbox"/> Torrance |
| <input type="checkbox"/> Culver City | <input type="checkbox"/> Monrovia | <input type="checkbox"/> West Hollywood |
| <input type="checkbox"/> Downey | <input type="checkbox"/> Pomona | <input type="checkbox"/> West Lake Village |
| <input type="checkbox"/> Duarte | <input type="checkbox"/> Pasadena | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> El Monte | <input type="checkbox"/> Redondo Beach | |

FEDERAL CARES ACT

The premises are a "covered dwelling" under the Federal CARES Act Sec. 4024(a) and thus subject to the CARES Act limitations on evictions. Sec. 4024(b)-(c) and:

Landlord initiated the eviction for nonpayment during the 120-day period following March 27, 2020.

Landlord initiated the eviction at least 120 days after March 27, 2020, but landlord provided less than 30 days notice for the underlying eviction action.

The notice/LL demands more rent than is owed because the notice/LL improperly includes fees, penalties, or other charges related to nonpayment of rent incurred during the 120-day period following March 27, 2020.

Other: _____

OTHER

- Other: _____
- _____
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TENANT PROTECTION ACT OF 2019 (AB 1482)

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- The property is subject to the TENANT PROTECTION ACT OF 2019 (“TPA”) as 1) a tenant has occupied the premises for 12 months or more and 2) the unit was built more than 15 years ago and 3) not otherwise exempted under the law.
- Plaintiff does not state an “**at-fault** just cause” reason for the eviction under the TPA. CCP §1946.2 (b)(1)
- Plaintiff does not state or have “**no fault** just cause” for the eviction under the TPA. CCP §1946.2 (b)(2)
- Plaintiff is not proceeding in good faith in recovering possession. CCP §1946.2 et. seq.
- Plaintiff has not served tenant with a first written notice of the violation with a 3-Business Day opportunity to cure the violation pursuant to (3) of CCP Section 1161 before serving a secondary notice to quit or filing the unlawful detainer. CCP §1946.2 (c)
- Plaintiff did not serve a secondary 3-day notice to quit without an opportunity to cure. CCP §1946.2 (c)
- Plaintiff has failed to provide relocation assistance under “**no fault** just cause” by either (1) providing a direct relocation payment or (2) waiving in writing the payment of rent for the final month of tenancy, prior to the rent becoming due. CCP§1946.2 (d)(1)(A)(B).
- Even though the plaintiff claims that they are exempted from the “just cause” provisions of the TPA, tenant or occupants were not provided written notice of that exemption from the plaintiff or provided in the lease contract. CCP §1946.2 (d)(8)(B)(i).
- Plaintiff failed to provide written notice to the tenant or add a similar addendum to the lease or rental agreement notifying the tenant that their unit is subject to the requirements of the TPA. CCP §1946.2 (f)(3).
- The rent demanded exceeded the legal amount that could be demanded under the TPA. CCP §1947.12
- Even though the plaintiff claims that they are exempted from the rent limits provisions of the TPA, tenant or occupants were not provided written notice of that exemption from the plaintiff or provided in the lease contract. CCP §1947.12 (d)(5)(B)(i).
- The tenancy existed prior to March 15, 2019 and Plaintiff failed to “roll back” or revert to the March 15, 2019 rental amount or has charged in access of the “roll back” amount given the provided increases allowable under the TPA. CCP§1947.12 (h)(1)(2)(3).

WHEREFORE, Defendant(s) pray for judgment as follows:

Plaintiff take nothing by way of this action and possession be denied to Plaintiff:

1. Pursuant to statute or contract plaintiff be ordered to pay defendant(s)’ attorney fees and costs in this action;
2. If Defendant paid landlord returnable deposits, Defendant request that the court deduct those amounts from the judgment, if any.
3. If the defense of habitability was pled, defendants(s) also pray for the following:
 - a. Pursuant to Code of Civil Procedure §1174.2, plaintiff be ordered to make all repairs and to correct all defective conditions;
 - b. Pursuant to Code of Civil Procedures §1174.2, defendant’s rent be reduced until all repairs and corrections to the premises are completed; and
 - c. The court retains jurisdiction of this case until all court ordered repairs and conditions are completed.

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