

UNLAWFUL DETAINER ANSWER



How-To Guide

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

August 2022

This guide is 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.

Please type or print in black ink.

General Instructions/Information

If I am served with an Unlawful Detainer Complaint, what can I do?

- Eviction cases are on an accelerated schedule and are often decided very quickly.
- You only have 5 court days after you were served in person with a copy of the Summons and Complaint to file an answer in the courthouse where the case has been filed.
 - Court days do not include Saturday and Sunday.
 - Court days do not count court holidays when the courthouse is closed.
- Sometimes plaintiffs do not serve defendants with a Summons and Complaint, even though they may file a Proof of Service of Summons stating that they have done so. The plaintiff may then obtain a default judgment against the tenant.

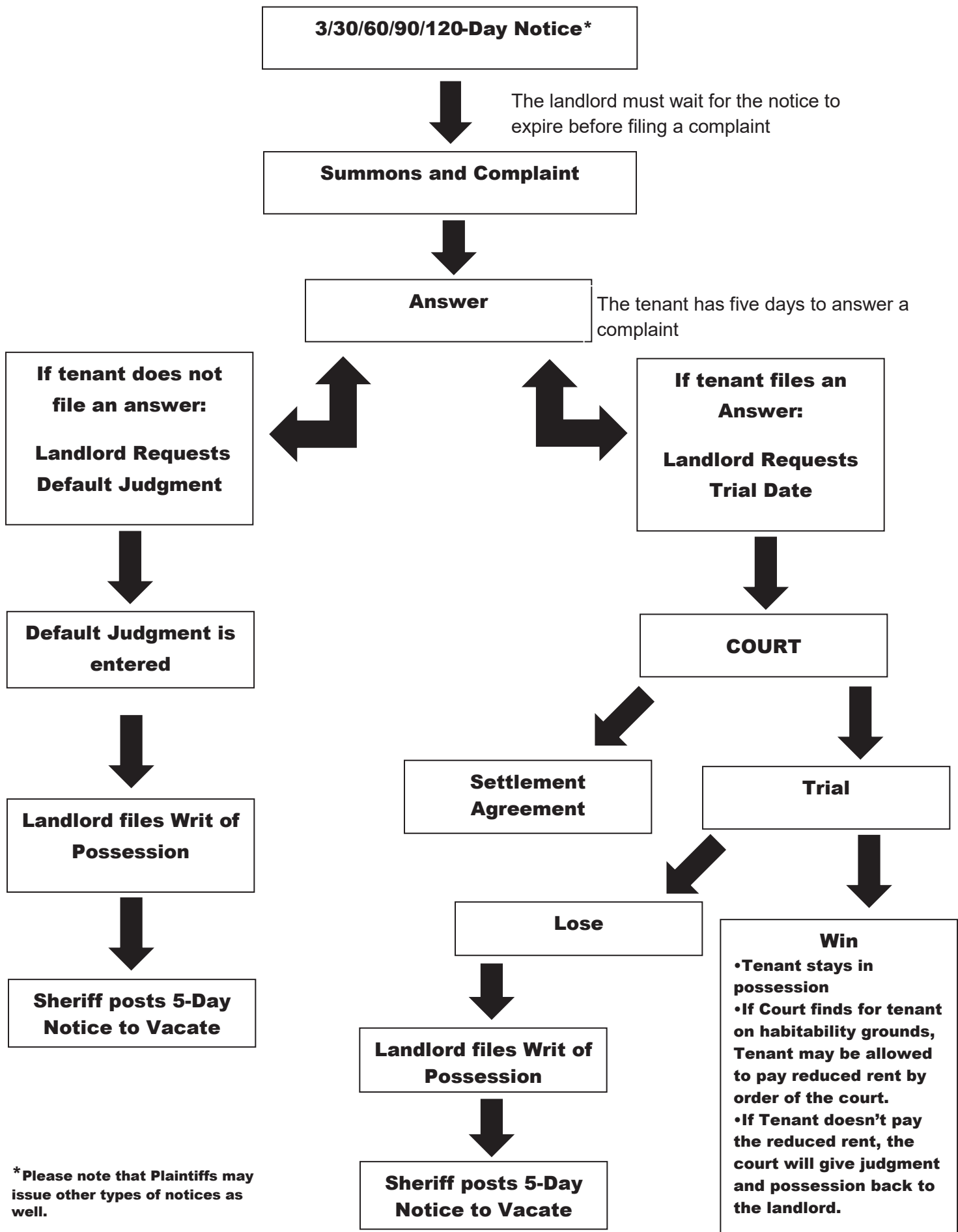
What is a default judgment?

- A default judgment allows the plaintiff to proceed without you if you do not answer in time or do not attend the trial.
- To illustrate the concept, imagine a basketball game. The landlord/plaintiff is the home team and the tenant/defendant is the visiting team. If the visiting team does not show up on time for the game, we would say that they have forfeited, and lost by default.
- If you lose by default, you may be evicted quickly.
 - If a default has been entered, you may need to file additional court documents.

What if I received a notice from the court?

- The court mails a 1-page courtesy notice informing the tenant that an unlawful detainer has been filed.
- This notice is not the summons and complaint.
- If you receive this notice from the court, you may immediately need to get a copy of the summons and complaint from the Clerk's office and immediately file an answer.

The Unlawful Detainer Process



Completing Your Answer

Admitting or Denying Allegations in the Complaint

Paragraph 2 of the Answer

- The complaint has numbered paragraphs where the plaintiff makes allegations regarding your tenancy. There are two examples of complaints in the back of this packet.
- You can generally deny the allegations/paragraphs of the complaint if the complaint alleges that you owe back rent of \$1,000 or less [Paragraph 2(a)].
- You need to deny specific allegations/paragraphs if the complaint alleges that you owe more than \$1,000 [Paragraph 2(b)].
 - If you do not deny an allegation, *you have admitted it*, and you will not be allowed to later challenge the allegation by your testimony or other evidence in court.
 - The law gives two reasons why you may deny an allegation:
 - If it is not true (it is false) [Paragraph 2(b)(1)], or
 - If you do not know if it is true or not (that is called “lacking in information or belief”) [Paragraph 2(b)(2)]
 - If you can deny any part of a paragraph, you may deny the entire paragraph.
- You should only admit those allegations that you have personal knowledge about, and that you have observed yourself.
 - To admit an allegation you do not need to do anything.
- Below is an example of how to read an allegation:

PARAGRAPH 6 ON AN UNLAWFUL DETAINER COMPLAINT MAY LOOK LIKE THIS:

6. a. On or about (date):	January 1, 2014	defendant (name each):	Tom Tenant
(1) agreed to rent the premises as a	<input checked="" type="checkbox"/> month-to-month tenancy	<input type="checkbox"/> other tenancy (specify):	
(2) agreed to pay rent of \$ 1028.00	payable <input checked="" type="checkbox"/> monthly	<input type="checkbox"/> other (specify frequency):	
(3) agreed to pay rent on the	<input checked="" type="checkbox"/> first of the month	<input type="checkbox"/> other day (specify):	
b. This	<input type="checkbox"/> written	<input checked="" type="checkbox"/> oral	agreement was made with
(1) <input checked="" type="checkbox"/> plaintiff.		(3) <input type="checkbox"/> plaintiff's predecessor in interest.	
(2) <input type="checkbox"/> plaintiff's agent.		(4) <input type="checkbox"/> other (specify):	

- Reading the checked boxes and the blank spaces that have been filled in this allegation reads as follows:
 - 6. a. “On or about January 1, 2014, defendant (1) Tom Tenant agreed to rent the premises as a month-to-month tenancy; (2) agreed to pay rent of \$1028.00, payable monthly; (3) agreed to pay rent on the first of the month.
 - b. This oral agreement was made with (1) plaintiff.”

Completing Your Answer

Affirmative Defenses

Paragraph 3 of the Answer and Attachment

- On page 1 of the Answer form, you will see a number of Affirmative Defenses listed.
 - Check the appropriate boxes next to the defenses that apply to your case.
- Check additional defenses that apply to your case on the Attachment 3w

Rent control as an Affirmative Defense [Paragraph 3(g)]:

If your building is rent controlled, a violation of the rent control protections may be an affirmative defense. In Paragraph 3(g) of the Answer form, you may allege a violation of your local rent control ordinance. In Los Angeles County, at least 3 cities have rent control or rent stabilization, limiting how much a landlord may raise the rent every year and providing additional eviction protections for tenants.

Cities with rent control or rent stabilization ordinances include:

- The City of Los Angeles: Los Angeles Rent Stabilization Ordinance (LARSO, adopted 1978), controls rents for applicable buildings built before October 1978 and provides extra eviction protection for those buildings.
 - LARSO only applies in the City of Los Angeles (including the areas of Harbor City, Wilmington, and San Pedro).
 - It does not apply to independent cities within the County, or unincorporated areas, such as Marina Del Rey, Athens, and Topanga, even if they have a Los Angeles mailing address.
- Santa Monica: Santa Monica Rent Control Charter Amendment (SMRCCA, adopted 1979) controls rents for buildings built before April 1979, but also provides extra eviction protections for all residential rental units in the city, regardless of when they were built.
- West Hollywood: West Hollywood Rent Stabilization Ordinance (WeHo RSO, adopted 1985) and provides some extra eviction protections for those buildings.
- If your residence is covered by rent control and the landlord has illegally raised the rent, you may raise this as a defense.
- You may also have other defenses to the eviction (See Attachment 3v and check off appropriate defenses).
- We have included on the Attachment 3w the affirmative defenses for the City of Los Angeles because it is the largest city with the greatest number of rent controlled units. If you live in Santa Monica or West Hollywood, ask us for those affirmative defenses.

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PLAINTIFF: Print Plaintiff(s) Name(s)	CASE NUMBER:
DEFENDANT: Print Defendant(s) Name(s)	Print Case Number

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).

If the Supplemental Allegations has information in the paragraphs that you do not know is true or you "lacking in information of belief" list the paragraph numbers here.

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 at www.courts.ca.gov/selfhelp-eviction.htm.)

- a. ☐ (Nonpayment of rent only) Plaintiff has breached the lease agreement.
- b. ☐ (Nonpayment of rent only) Defendant made no effort to pay rent and not give proper credit.
- c. ☐ (Nonpayment of rent only) On (date): 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 quit after the date of the notice.
- f. ☐ By serving defendant with the notice to quit or quit after the date of the notice, defendant in violation of the Constitution or the law.
- g. ☐ Plaintiff's demand for possession violates the ordinance, and date of passage: (Also, briefly state in item 3w the facts showing the ordinance is violated.)
- h. ☐ Plaintiff's demand for possession is subject to the act and is not in compliance with the act. (Check one of the following boxes.)
- (1) ☐ Plaintiff failed to state a just cause for tenancy.
- (2) ☐ Plaintiff failed to provide an opportunity to cure (e.g., payment of rent) as required under Civil Code § 1942.5(d).
- (3) ☐ Plaintiff failed to comply with the relocation assistance and payment requirements of Civil Code § 1942.5(d).
- (4) ☐ Plaintiff has raised the rent more than the amount authorized by Civil Code § 1942.5(d).
- (5) ☐ Plaintiff violated the Tenant Protection Act of 2019 in another manner that defeats the complaint.

CHECK AFFIRMATIVE DEFENSES THAT APPLY TO YOU. FILL IN THE BLANKS WHERE NECESSARY. WE'VE ALSO ATTACHED MORE AFFIRMATIVE DEFENSES IN ATTACHMENT 3w AFTER THIS FORM. TO INCLUDE THEM IN YOUR ANSWER YOU MUST CHECK BOX 3(w).

IMPORTANT NOTE: IF THERE ARE BAD CONDITIONS IN YOUR UNIT, CHECK BOX 3(a), THEN ON THE 3w ATTACHMENT, CHECK EACH OF THE BAD CONDITIONS IN YOUR UNIT. CHECK BOX 3(g) IF YOUR BUILDING IS RENT CONTROLLED. IF YOU LIVE IN THE CITY OF LOS ANGELES WRITE: "LARSO, 1979." SANTA MONICA WRITE: "SMRCCA, 1979." WEST HOLLYWOOD, WRITE: "WEST HOLLYWOOD RSO, 1985." YOU MAY ALSO WRITE THE SPECIFIC MORATORIUM ON EVICTIONS UNDER THE COVID-19 PROTECTIONS, i.e. LA COUNTY MORATORIUM 3/4/2020

- 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

- (1) ☐ Plaintiff failed to state a just cause for tenancy.
- (2) ☐ Plaintiff failed to provide an opportunity to cure (e.g., payment of rent) as required under Civil Code § 1942.5(d).

LETTERS m-s ARE ALL POSITIVE DEFENSES RELATED TO COVID-19. READ THROUGH CAREFULLY AND CHECK EACH BOX THAT APPLIES, AND EXPLAIN WHERE NECESSARY.

PLAINTIFF: Print Plaintiff(s) Name(s)	CASE NUMBER:
DEFENDANT: Print Defendant(s) Name(s)	Print Case Number

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):*

REMINDER:
LETTERS m-s ARE ALL POSITIVE DEFENSES
RELATED TO COVID-19. READ THROUGH
CAREFULLY AND CHECK EACH BOX THAT
APPLIES, AND EXPLAIN WHERE NECESSARY

- (a) ☐ 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 September 30, 2022, and *(check all that apply)*:
- (b) ☐ 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)*:
- (c) ☐ Defendant, on or after March 1, 2022, made one or more payments that were applied to the rental agreement, and the termination notice was not required. (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 was served before April 1, 2022, and
- (a) ☐ 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).
- (b) ☐ Did not include a translation of the statutorily required notice. (Code Civ. Proc., § 1179.10(a)(2) and Civ. Code, § 1632.)
- (2) ☐ Plaintiff's notice to quit was served between April 1, 2022, and June 30, 2022, and did not contain the required information about the government rental assistance program and possible protections, as required by Code of Civil Procedure section 1179.10(b).
- 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) ☐ An application for rental assistance was filed before April 1, 2022, and the determination is still pending.
- (5) ☐ 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).)

PLAINTIFF: Print Plaintiff(s) Name(s)	CASE NUMBER:
DEFENDANT: Print Defendant(s) Name(s)	Print Case Number

3. p. (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).)
- 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.

"Fair rental value" = monthly rent divided by 30 ("daily rent"). It may be too high, (i.e. for bad conditions in your unit). If it is, mark box 4(b). Use the checklist on attachment 3w to list the bad conditions. This falls under "Breach of Warranty of Habitability" and you will want to check the box below. If the Warranty is breached, by law the rent is too high and the judge may reduce the rent owed.

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.

You may check boxes 5(c) and 5(d) if you want these orders if you win

PLAINTIFF: Print Plaintiff(s) Name(s)	CASE NUMBER:
DEFENDANT: Print Defendant(s) Name(s)	Print Case Number

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: _____

**PRINT NUMBER OF PAGES
ATTACHED TO THIS FORM**

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.)

Print Your Full Name

(TYPE OR PRINT NAME)

Sign Your 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: **Print Date**

Print Your Full Name

(TYPE OR PRINT NAME)

Sign Your 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 breach.
- ☐ It demands more rent than the tenant owes.
 - _____ there are/were uninhabitable units.
 - _____ Plaintiff failed to give credit for partial month.
 - _____ Plaintiff illegally raised the rent.
 - _____ The notice demanded late fee.
 - _____ The notice illegally demanded interest.
 - _____ The notice is overstated because the tenant promised under the lease to pay _____.

Other: _____

- ☐ Tenant tendered the demanded rent and the plaintiff refused to accept it.
- ☐ The notice does not identify the breach.
 - _____ week or _____ hours where the rent was due.
- ☐ 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

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):		FOR COURT USE ONLY	
PRINT YOUR NAME PRINT YOUR ADDRESS TELEPHONE NO.: PRINT YOUR PHONE # FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Self Represented			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: PRINT THE COURT'S ADDRESS MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:			
PETITIONER/PLAINTIFF: PRINT THE PLAINTIFF'S NAME (PERSON OR COMPANY SUING) LISTED ON COMPLAINT RESPONDENT/DEFENDANT: PRINT THE NAME OF THE DEFENDANT(S) LISTED ON THE COMPLAINT			
PROOF OF SERVICE BY FIRST-CLASS MAIL - CIVIL			
		CASE NUMBER: PRINT THE CASE NUMBER	

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

- 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.
- My residence or business address is:

THE PERSON WHO SERVED YOUR PAPERWORK WILL WRITE THEIR ADDRESS HERE
- On (date): PRINT THE DATE IT WAS MAILED I mailed from (city and state): PRINT THE CITY AND STATE WHERE YOUR ANSWER WAS MAILED FROM
the following **documents** (specify):

<input type="checkbox"/> Answer (UD-105)	<input type="checkbox"/> Attachment 3v	<input type="checkbox"/> Exhibits
<input type="checkbox"/> Amended Answer (UD-105)	<input type="checkbox"/> Declarations	<input type="checkbox"/> UD104/104a

CHECK THE BOXES THAT INDICATE WHAT DOCUMENTS WERE SERVED ON THE OTHER PARTY

☐ The documents are listed in the *Attachment to Proof of Service by First-Class Mail - Civil (Documents Served)* (form POS-030(D)).
- I served the documents by enclosing them in an envelope and (check one):
 - ☐ **depositing** the sealed envelope with the United States Postal Service with the postage fully prepaid.
 - ☒ **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.
- The envelope was addressed and mailed as follows:
 - Name** of person served: PRINT THE NAME OF THE LANDLORD OR THE LANDLORD'S ATTORNEY
 - Address** of person served:

PRINT THE MAILING ADDRESS OF THE LANDLORD OR THE LANDLORD'S ATTORNEY
THIS INFORMATION MAY BE FOUND IN THE UPPER LEFT HAND CORNER OF THE FIRST PAGE OF THE COMPLAINT
☐ 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: PRINT THE DATE

THE PERSON WHO MAILED THE ANSWER WILL PRINT THEIR NAME	▶	SIGNATURE OF PERSON WHO MAILED THE ANSWER
(TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)		(SIGNATURE OF PERSON COMPLETING THIS FORM)

Next Steps

How many copies do I make?

- Make 2 copies of the answer and proof of service and 1 copy of the fee waiver. The original answer, completed proof of service and fee waiver and 1 copy of the answer and fee waiver are filed with the court. The extra copy of the answer and proof of service is mailed to the landlord or landlord's attorney.

Where do I file my original copies?

- Original copies should be filed with the court clerk at the filing window. Keep in mind you may need to make an appointment first.
- The address of the court should be located on the Summons.

How do I serve the Plaintiff or Plaintiff's attorney?

- Someone that is not a party to the case should mail the extra copy to the landlord or landlord's attorney and complete the Proof of Service.
- The original Proof of Service should be filed with the court clerk at the filing window.

When should I receive a court date?

- You should receive a court date in the mail within the next 8-10 days.

PLEASE DO NOT FILE INSTRUCTION PAGES WITH THE COURT.

Sample Complaint

UD-100

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): [REDACTED] Valley Village, CA 91607		FOR COURT USE ONLY CONFORMED COPY ORIGINAL FILED Superior Court Of California County Of Los Angeles SEP 10 2013 John A. Clarke, Executive Officer/Clerk By: Andre Williams, Deputy
TELEPHONE NO.: [REDACTED] FAX NO. (Optional): [REDACTED]	E-MAIL ADDRESS (Optional): [REDACTED]	
ATTORNEY FOR (Name): [REDACTED]		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 1725 Main St. MAILING ADDRESS: CITY AND ZIP CODE: Santa Monica, 90401 BRANCH NAME: Santa Monica Courthouse		
PLAINTIFF: [REDACTED] DEFENDANT: [REDACTED] <input type="checkbox"/> DOES 1 TO _____		CASE NUMBER: [REDACTED]
COMPLAINT — UNLAWFUL DETAINER* <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Amendment Number): _____		
Jurisdiction (check all that apply): <input checked="" type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input checked="" type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000 but does not exceed \$25,000 <input type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint (check all that apply): <input type="checkbox"/> from unlawful detainer to general unlimited civil (possession not in issue) <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlawful detainer to general limited civil (possession not in issue) <input type="checkbox"/> from unlimited to limited		

1. PLAINTIFF (name each): [REDACTED]
alleges causes of action against DEFENDANT (name each): [REDACTED]
2. a. Plaintiff is (1) ☐ an individual over the age of 18 years. (4) ☐ a partnership.
(2) ☐ a public agency. (5) ☐ a corporation.
(3) ☒ other (specify): Limited Liability Corporation
- b. ☒ Plaintiff has complied with the fictitious business name laws and is doing business under the fictitious name of (specify): [REDACTED]
3. Defendant named above is in possession of the premises located at (street address, apt. no., city, zip code, and county):
[REDACTED]
Valley Village, CA 91607 Los Angeles County
4. Plaintiff's interest in the premises is ☒ as owner ☐ other (specify):
5. The true names and capacities of defendants sued as Does are unknown to plaintiff.
6. a. On or about (date): [REDACTED] defendant (name each): [REDACTED]
- (1) agreed to rent the premises as a ☒ month-to-month tenancy ☐ other tenancy (specify):
(2) agreed to pay rent of \$ 1028.00 payable ☒ monthly ☐ other (specify frequency):
(3) agreed to pay rent on the ☒ first of the month ☐ other day (specify):
- b. This ☐ written ☒ oral agreement was made with
(1) ☒ plaintiff. (3) ☐ plaintiff's predecessor in interest.
(2) ☐ plaintiff's agent. (4) ☐ other (specify):

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

Page 1 of 3

Pleading Sample Complaint

1
2
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Attorney at Law

90232-

Los Angeles, California 90034
(323)

Attorney for Plaintiff(s)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
SANTA MONICA JUDICIAL DISTRICT -- LIMITED JURISDICTION

Plaintiff(s),

No.

COMPLAINT FOR UNLAWFUL
DETAINER

and DOES 1 through 10, inclusive,

Demand is LESS
than \$10,000.00

Defendant(s)

Plaintiff(s) allege(s):

1. Plaintiff(s) is(are) unaware of the true names and capacities, whether individual, corporate, associate or otherwise of defendants sued herein as DOES 1 through 10, inclusive, and therefore sues said defendants by said fictitious names. Plaintiff(s) pray(s) leave to amend this Complaint to insert herein their true names and capacities when the same have been ascertained, along with the appropriate charging allegations.

COMPLAINT FOR UNLAWFUL DETAINER

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

COURTHOUSE ADDRESS:

Santa Monica
1725 Main Street
Santa Monica, Ca. 90401

CASE NUMBER:

14R08143

PROPERTY OWNER/LANDLORD ONLY HEARING NOTICE

To the Plaintiff (Property Owner/Landlord/Property Manager):

You, or your attorney, are ordered to appear as follows:

Date: **FEB 09 2015** Time: 8:30 a.m. Dept./Room: Clerk/Room 102

**NOTE: THIS DATE
IS NOT YOUR
COURT DATE!**

**IT IS A DEADLINE FOR
THE PLAINTIFF TO
MOVE THE CASE
FORWARD.**

**YOUR OWN TRIAL
DATE WILL BE IN
ABOUT 3 WEEKS.**

You are hereby advised:

- ① If this case is not resolved in 6 months, there will be a court hearing and location specified above for the Landlord, Property Owner, or Manager.
- ② Tenant(s) (defendants) do not need to go to this hearing; it is for the Landlord, Property Owner, or Manager.
- ③ This hearing will be canceled if the case is dismissed, a trial date is set, or a judgment is entered.
- ④ If the case is not dismissed or there is no judgment, there will be a hearing.
- ⑤ At the hearing:
 - a. The judge may review the case for further action, if any;
 - b. If no appearance is made at the hearing, a dismissal without prejudice shall be entered; or
 - c. A judgment may be entered if a Stipulation of Entry of Judgment between the Landlord and Tenant has been filed and all appearance fees have been paid or waived.

It is so ordered:

April 22, 2014

Date


Judicial Officer