



**LEGAL AID
FOUNDATION**
OF LOS ANGELES

Justice • Equity • Hope



UNLAWFUL DETAINER

Eviction Defense: Trial Process and Resources

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Resources

NOTE: The Legal Foundation of Los Angeles does not make any representation about the quality of the work of the organizations listed below.

For Self-Help Trial Preparation Learning Resources

Resource	Source
LAFLA Unlawful Detainer How-to Guides	https://lafla.org/self-help/self-help-how-to-guides/
Video presentation on the eviction process, including trial and settlement	https://youtu.be/jMPd6imbnXc
Video on what to expect at an eviction trial	https://www.youtube.com/watch?v=U6BSyoWqhVM
Eviction defense videos, including trial prep	https://www.youtube.com/playlist?list=PLN2JfKo1QudrqVBTTqaLgDdZ87ONc7uFs

For Rent Control/Rent Stabilization Ordinance Violations

Location	Contact	Phone Number	Website
City of Los Angeles	L.A. Housing Dept.	(866) 557-7368	https://housing.lacity.org/
Unincorporated Los Angeles County	Dept. of Consumer & Bus. Affairs	(833) 233-7368	https://dcba.lacounty.gov/rentstabilizationprogram/
City of West Hollywood	Rent Stabilization Div.	(323) 848-6450	https://www.weho.org/city-government/rent-stabilization
City of Santa Monica	Santa Monica Rent Control Board	(310) 458-8751	https://www.smgov.net/rentcontrol/
City of Inglewood	Inglewood City Hall	(310) 412-4330	https://www.cityofinglewood.org/1473/Housing-Protection
Culver City	Community Develop. Dept.'s Housing Div.	(310) 253-5790	https://www.culvercity.org/Services/Housing-Homeless-Human-Services/Rent-Control-Tenant-Protection-Measures
City of Long Beach	Long Beach Develop. Services	(562) 570-5237	https://www.longbeach.gov/lbds/hn/tenant-assistance-policies/
City of Beverly Hills	Rent Stabilization Div.	(310) 285-1031	https://www.beverlyhills.org/departments/communitydevelopment/rentstabilizationdivision/
City of Bell Gardens	TBA	TBA	TBA

For Government Agency Referrals

Housing Issue	Contact	Phone Number	Website
Health violations	Los Angeles County Public Health	(888) 700-9995	http://publichealth.lacounty.gov/eh/
Building & safety issues (ex: illegal unit; construction with no permits)	City of Los Angeles Building and Safety	(213) 473-3231	https://www.ladbs.org/
	Los Angeles County Building and Safety	Dial 2-1-1	https://dpw.lacounty.gov/building-and-safety/
	Long Beach Code Enf.	(562) 570-2633	https://www.longbeach.gov/lbds/enforcement/
Landlord is a business entity & may be suspended	California Secretary of State	(916) 653-6814	https://bizfileonline.sos.ca.gov/search/business
Landlord is not the owner	Los Angeles Recorder's Office	(800) 201-8999	https://www.lavote.gov/home/records/real-estate-records/real-estate-records-request
Landlord did not file a fictitious business license	Los Angeles Recorder's Office	(800) 201-8999	https://www.lavote.gov/fbn-search?CFID=14755994&CFTOKEN=3d799993dabf93eb-A4F0DDD7-B9BA-BDE8-648EAC3C95854367
Report housing discrimination	CA Dept. of Fair Employ. & Housing	(800) 884-1684	https://ccrs.dfeh.ca.gov/s/

For Unlawful Detainer Courthouse – Clerk’s Offices

Courthouse	Address	Phone Number
Antelope Valley	42011 4 th St. W., Lancaster, CA 93534	(661) 483-5797
Chatsworth	9425 Penfield Ave., Chatsworth, CA 91311	(818) 407-2200
Compton	200 West Compton Blvd., Compton CA 90220	(310) 761-8657
Inglewood	One Regent St., Inglewood, CA 90301	(310) 419-1396/1397
Long Beach	275 Magnolia, Long Beach, CA 90802	(562) 256-2315/2316
Norwalk	12720 Norwalk Blvd., Norwalk CA 90650	(562) 345-0897
Pasadena	300 East Walnut St., Pasadena CA 91101	(626) 396-3397
Santa Monica	1725 Main St., Santa Monica, CA 90401	(310) 255-1963
Stanley Mosk/Downtown Los Angeles	111 North Hill St., Los Angeles, CA 90012	(213) 830-0803
Van Nuys	6230 Sylmar Ave., Van Nuys, CA 91401	(818) 901-4795
West Covina	1427 West Covina Parkway, West Covina, CA 91790	(626) 430-2596

For Unlawful Detainer Courthouse – Self-Help Centers

Courthouse	Phone Number	Website
Antelope Valley, Chatsworth, Pasadena, Stanley Mosk/Downtown Los Angeles, Van Nuys	(818) 485-0571	https://nlsia.org/services/self-help-centers/
Compton, Norwalk	(424) 349-7610	https://www.communitylegalsocal.org/help-yourself/
Inglewood, Long Beach, Santa Monica	(213) 235-0060	https://lafla.org/self-help/

For Tenant Small Claims

Contact	Phone Number	Website
Los Angeles County Dept. of Consumer & Bus. Affairs	(213) 974-9759	https://dcba.lacounty.gov/small-claims/
LAFLA Tenant Small Claims Project	(800) 399-4529	https://lafla.org/covid-resources/renters-small-claims/

For Private Attorneys

The Legal Aid Foundation of Los Angeles is informed that the following attorneys practice in the area of housing law. The Foundation, in providing you this referral list, is not in any way making any representation as to the quality of the work of any attorney or law firm listed. The following individual attorneys provide representation for a fee (some offer payment plans or charge based on ability to pay—call to ask):

Name	Phone Number	Location	Services Offered
Andres Alatorre	(562) 863-5200	Santa Fe Springs	Eviction defense and suing the landlord
BASTA, Inc.	(213) 736-5050	Los Angeles, Antelope Valley, Long Beach	Eviction defense
Campbell and Farahani	(818) 999-4242	Los Angeles, Agoura Hills	Suing the landlord
Christopher Chapman	(562) 888-9037	Long Beach	Suing the landlord
Elder & Spencer	(213) 631-8331	Westlake Village	Suing the landlord
Excelsis Law, PC	(213) 340-0300	Burbank	Suing the landlord
Jesus Rodriguez	(213) 623-2333	Los Angeles	Eviction defense
Sonya Molho	(310) 390-3583	Los Angeles	Eviction defense
Venskus & Associates	(213) 482-4200	Los Angeles	Eviction defense
Zak Fisher	(310) 818-7461	Los Angeles	Eviction defense

For Tenant Rights Resources

Topic	Website
Workshops for tenant protections/rights, eviction process, etc.	www.stayhousedla.org/workshops
Contact tenant empowerment community organizations	https://www.stayhousedla.org/about

What Happens Before Trial: After Filing an Answer

Tenant filed Answer (you are here)

What can Tenant expect after filing an Answer?

NOTE: If you receive any discovery requests or motion for summary judgment, consider contacting a lawyer immediately ([click here](#)).

Possible: Motion for Summary Judgment

By bringing this motion, Landlord may ask the court to decide your eviction case in a short legal hearing, not through a regular trial. You must appear at the hearing.

To learn more, [click here](#).

Possible: Discovery Requests

Landlord may ask for information as evidence for trial, including written questions and demands for copies of documents. If you do not respond, you may be fined by the court or prevented from producing any evidence at trial.

To learn more, [click here](#).

Certain: Notice of Trial

1 week after filing, you should receive mail from the court with a trial date. If not, call or go to the courthouse clerk ([click here to find contact info](#)).

If you miss your court date, you automatically lose your case!

To learn more, [click here](#).

COURT

To avoid trial and resolve the eviction case, how can Tenant settle?

To learn more about negotiating a settlement agreement, [click here](#).

Tenant wants to leave = Move Out Agreement

- Negotiate a realistic amount of time to move out (15-90 days is typically negotiated)
- Pay rent owed or negotiate a lower amount
- Pay attorney's fees and costs or negotiate a lower amount
- Seal the eviction case record
- Determine who gets the security deposit

Tenant wants to stay = Pay & Stay Agreement

- Negotiate to stay in the rental unit
- Pay the rent owed or negotiate a lower amount, including realistic payment plans and payment dates
- Pay attorney's fees and costs or negotiate a lower amount
- Seal the eviction case record
- Resolve or settle officially any other disputes or issues

TRIAL

What happens if Tenant wins or loses the eviction trial?

Tenant loses = Eviction

- Landlord asks the court for a Writ of Possess. (1-2 weeks)
- Landlord takes the court judgment and Writ to Sheriff's
- Sheriff's serves a 5-day Notice to Vacate (5 days to leave once served). When Sheriff's return, everyone will be forced out in a few minutes; no extra time to pack and locks will be changed.
- You will only have 15-18 days to retrieve any remaining items from Landlord. Afterward, Landlord may throw away, sell, or keep your possessions remaining in the rental unit after the Sheriff's locks you out.

Tenant wins = Stays

- You can continue to live in your rental and pay rent.
- You are obligated to pay any rent due and up thru trial. Landlord will likely demand that you pay the rent owed.
- If you do not pay the rent, you should expect a new eviction filed again you soon after.
- If you won the eviction trial because of a habitability defense and your rent was reduced by the court, you will have 5 days to pay the rent; if you do not, you may automatically lose the eviction case anyway ("conditional judgment").

What Happens Before Trial:

Discovery Requests

Question	Answer
What is discovery?	Discovery is formal requests (or “demands”) for any evidence that you will be using at trial. One party sends it the other side to see what they are planning to use (“ discovery request ”), and the other party must respond (“ discovery response ”).
What types of discovery requests are there?	<p>Form Interrogatories—General or Form: Standard (“form”) questions asking about the facts of your case.</p> <p>Demand for Production of Documents: A series of requests to produce (or provide copies) of certain documents, pictures, receipts, letters, emails, reports, etc. that you intend (or possibly intend) on using in your case.</p> <p>Request for Admissions: A series of statements about your case that you admit or deny. <u>If you do not respond to these on time, these statements will be considered (“deemed”) to be true (“admitted”).</u> This means many of Landlord’s alleged facts will be considered true, making it very difficult to win your case.</p> <p>Deposition Request: An interview (usually at an attorney’s office) where Landlord’s attorney will ask questions about the case to you or a witness under penalty of perjury. <u>Every question and answer will be taken down</u> by a court reporter and turned into a booklet for use at trial. In other words, your deposition is the same as if you were sitting on the witness stand in court. Attorneys use this procedure to see what you will say now and try to use your statements against you at trial when you testify.</p> <p>Special Interrogatories: Special questions (“interrogatories”) about your case that are not on the standard Form Interrogatories.</p>
When are discovery requests due?	<p>In unlawful detainer cases, the deadline for discovery responses depend on how the discovery requests were received:</p> <ul style="list-style-type: none"> • 5 days if received personally (ex: handed to you) • 7 days if by overnight mail • 10 days if by regular mail <p>Ex: If you received discovery requests personally on Wednesday, the last day to send your discovery responses is Monday (5 days).</p>
What happens if I don’t respond or ignore the discovery requests?	<p>Landlord may file a Motion(s) to Compel, asking the court to order you to respond to the discovery requests.</p> <p>The court can also do the following:</p> <ul style="list-style-type: none"> • Make you pay fines (“sanctioned”) • Not allow you to submit any evidence in your case because you were asked to provide and did not • Void/terminate your Answer and let Landlord win because you are not participating in the case (“terminating sanctions”)

How do I respond to discovery requests?	Discovery responses must be responded to in writing on legal pleading paper . Discovery responses are usually mailed to the requesting party with any evidence, documents, or at least a description of the evidence attached to it in a response packet. Discovery requests and responses are not usually filed with the court.
Where can I find help responding to discovery requests?	<p>As responding to discovery requires legal advice, we cannot assist you at this time. Please consider speaking to or hiring an attorney (click here). If you cannot, consider the following resources for information and forms responding to discovery:</p> <ul style="list-style-type: none"> • Local law library: Find a local law library by visiting https://www.courts.ca.gov/1091.htm?rdeLocaleAttr=en. • Sacramento County Public Law Library: It has several resources on its website at https://saclaw.org/law-101/discovery-video-series/. <ul style="list-style-type: none"> ○ Discovery Guide: This provides background information on discovery for <u>regular civil cases</u>. Most of the rules apply to eviction cases, but keep in mind evictions are “summary adjudication” cases so they are fast-tracked and move much faster than regular civil cases (ex: eviction cases have shorter deadlines to respond). https://saclaw.org/wp-content/uploads/lrg-discovery-gather-information-for-your-case.pdf

What Happens Before Trial: Motion for Summary Judgment

Question	Answer
What is a motion for summary judgment?	By making the motion, the asking party (“moving party”) is requesting that the court determines they win the case in a short hearing, without going to trial. The motion usually states that, for whatever reason(s), the other side does not have a valid case that requires going through a longer trial process—instead, the asking party should win at a shorter legal hearing before the judge.
What should I do if I receive this motion?	This motion can be very complex. If you receive this motion or anything like it, contact an attorney immediately.
What happens if I do not respond to the motion or appear in court for the hearing?	If you fail to respond and/or properly contest the motion, you may lose your case without a trial. It is very important that you attend the motion date and refute Landlord’s claim that a trial is unnecessary. One way to do this is present documents, any declarations supporting your case, and evidence that you intend to use at trial—showing the court that there is a reason to have a trial in this case.
How will I receive this motion?	The asking party is required to file this motion with the court and give you a copy of the motion.

How to Prepare for Trial:

Preparations

What should I do to prepare before going to court?

Remember: You must gather all your evidence before you go to court. The judge will not delay your trial because you do not have your documents or proof.

Scenario	Suggested Steps
If you are alleging that you paid the rent	<ul style="list-style-type: none"> Bring copies of cancelled checks, money orders, and/or rent receipts from Landlord/property management If you don't have any receipts, gather any collaborating proof that you paid: bank statements, ATM receipts, people who went with you to pay the rent, etc.
If there are problems with your rental unit	<ul style="list-style-type: none"> Call the Housing or county/city Health Departments (click here for info) and ask for a home inspection—you must be present to let the inspectors in and show them the things that concern you <ul style="list-style-type: none"> Get the inspector's contact info (ex: business card) Ask for a certified copy of the reports Call your city/county Building and Safety Department if it is an illegal unit, there are problems with the building's structure, or if you suspect there is no valid occupancy permit Ask for a certified copy of the report and occupancy permit (click here for info) <u>Remember:</u> It may take time to get certified copies of reports so start early. Take current and clear photos of problems in your home <ul style="list-style-type: none"> <u>Remember:</u> You will need to print out photos for court. Most judges do not like go through people's phones. Bring any letters, notices, and communications about any problems within your rental unit: text messages, emails, red-tags, utility company notices, letters to or from Landlord/property management, etc.
If you are alleging any problems with rent control in the City of Los Angeles	<ul style="list-style-type: none"> Contact the Los Angeles Housing Department at (866) 557-7368 or https://housing.lacity.org/contact-us Ask Landlord/property management if the property is registered for the current year <ul style="list-style-type: none"> <u>If the property is not registered for the current year or registered after the date Landlord gave a notice pay rent or quit,</u> obtain a certified copy of the "Declaration of Registration Status" <u>If the property was never registered,</u> please call 3-1-1 or (213) 473-3231 to obtain a certified copy of the "Certificate of Occupancy" for where you live. You can also obtain this online at www.ladbs.org.
If you need more information about rent control in Los Angeles County	Contact the Department of Consumer and Business Affairs at (800) 593-8222 or https://dcba.lacounty.gov/rentstabilizationprogram/ .

If your city has passed its own rent control ordinance	Contact the city hall for assistance. Cities that have passed their own rent control ordinance include Inglewood, Pasadena, Beverly Hills, Santa Monica, and West Hollywood. To see more, click here .
If Landlord is accusing you of someone living in your home that does not	Gather evidence that shows that person lives elsewhere: <ul style="list-style-type: none"> • Lease or rental receipts for the other place • IDs or driver's license showing a different property address from your rental unit • Important mail with the other place's address • W2 or other work documents with the other place's address
If Landlord is accusing you of breaking a term of your lease	Consider presenting proof that the breach did not occur <u>or</u> the breach was fixed ("cured") before the eviction notice expired: <ul style="list-style-type: none"> • Witness testimony from people who have firsthand personal knowledge • Before and after photos • Other proof that you did not breach or complied with the eviction notice by fixing the breach
If Landlord is accusing you of creating a nuisance or problem	Gather evidence or proof that the nuisance did not occur: <ul style="list-style-type: none"> • Witness testimony from people with firsthand personal knowledge of the event(s) • Picture or videos of the incident • Police or other government agency reports contradicting what Landlord is saying

How to Prepare for Trial: Trial Date

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Received by Clerk of the Court FILED Superior Court of California County of Los Angeles 05/09/2022 Sherri R. Carter, Executive Officer / Clerk of Court By: L. Perez Deputy
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012		
PLAINTIFF(S): [REDACTED]		
DEFENDANT(S): [REDACTED]		
NOTICE OF UNLAWFUL DETAINER TRIAL		CASE NUMBER: 22- [REDACTED]

You are hereby notified that the above-entitled matter has been set for unlawful detainer Non-Jury Trial on 05/30/2022 at 1:30 PM in Department 94 at the Stanley Mosk Courthouse located at 111 North Hill Street, Los Angeles, CA, 90012.

☐ Possession of the premises is no longer an issue.

Sherri R. Carter, Executive Officer / Clerk of Court

Dated: 05/09/2022 By: L. Perez Deputy Clerk

NOTICE OF UNLAWFUL DETAINER TRIAL

What is it and why is it important? The Trial Date Notice is mailed to you from the court clerk and will tell you when to go to court. It is very important to attend your court date—if you miss your court date, you may automatically lose your eviction case ("by default"). This means that Landlord wins and can ask the court to have the Sheriff's evict you immediately without having your day in court!

When should you get it? You should receive this notice about 1 week after filing your answer.

What do I do if I haven't received it? Do not ignore or think that everything is okay. You should call the courthouse clerk's office where your eviction case was filed. Give the clerk your name and case number and ask if there is a trial date set in your case. If the clerk says, "not yet," continue calling every few days until you get your court date.

Where can I find my courthouse clerk's info? [Click here](#)

Do I have to go to court in person? You may have the option to appear remotely (over the phone or by video). This is not recommended for self-represented parties. If it is an option and you must, you can schedule a remote appearance through LA Court Connect: <https://my.lacourt.org/laccwelcome/>. Follow the instructions and note that you must schedule by a certain time before the hearing date.

How to Prepare for Trial:

Going to Court

Question	Answer
What should I wear?	<p>Dress conservatively and neatly.</p> <ul style="list-style-type: none"> • No shorts, tank tops, or anything tight or low-cut • Cover tattoos if possible
How do I get an interpreter to help me (ex: on my trial date)?	<p>You may request an interpreter to be provided to you at no charge here: https://www.lacourt.org/irud/ui/index.aspx?ct=PR. However, please make sure that when you arrive at court on your trial date, you tell the court clerk that you need an interpreter and requested one. Do not let the court start your case if you do not understand what people are saying—respectfully demand that an interpreter be provided. Also, use the interpreter when speaking or listening, and do not speak until the interpreter is finished interpreting.</p>
What time should I get there?	<p>Be there at least 15 minutes before you are scheduled to be at court.</p> <p>Do not be late: If you are late, the court may consider you failing to appear for court and enter a “default judgment” against you (automatic loss) in your case.</p>
Can I bring my children?	<p>No, you should find someone to watch your children if possible.</p> <ul style="list-style-type: none"> • Children may distract you while you are at court and also may hear or see things that may upset or trouble them • Many courthouses have free childcare for parents who have business at the courthouse, such as an eviction case; always confirm beforehand
What should I do when I get to court?	<ul style="list-style-type: none"> • Get in line to check in with the courtroom’s bailiff (the person in uniform) or clerk. Tell them your name, case number, and what number you are on the calendar. • Turn your cell phone off and keep off of it • No talking, chewing gum, wearing sunglasses (without a prescription), eating food, drinking, or reading the newspaper
How long will I have to wait?	<p>You should be prepared to wait the entire morning and, in most cases, all day.</p>
What do I do when the judge calls my case?	<ol style="list-style-type: none"> 1. When the judge calls your case, stand up and state the following: <ul style="list-style-type: none"> ○ Your first and last name ○ You are the tenant 2. Answer the judge’s questions and instructions 3. If the judge asks if you talked with Landlord/their attorney to settle the case and you have not, the judge may tell you to try and settle the case with Landlord. <ul style="list-style-type: none"> ○ Many courts require you to “meet and confer” or negotiate settlement with Landlord before the trial occurs ○ The court may have free mediators present to help you resolve the case before trial. These services are usually free but remember that they are completely optional. ○ If you do not want to settle or do not agree with the mediator’s settlement negotiations, conclusions, and/or suggestions, you may continue towards trial

Avoiding Trial—Settlement:

What to Consider

Question	Answer
Why should I consider settling my case?	Most courts require the parties to at least attempt to settle or resolve the case. These settlement talks are negotiations with a lot of back and forth between the parties, attorneys, or mediators (if available).
What is the purpose of settling a case?	To reach an agreement without going to a trial that both you and Landlord can “live with.”
How does a settlement agreement work?	<p>Once parties reach an agreement, the settlement agreement is signed by both parties, submitted to the court, and the judge also signs so that it becomes an order of the court (“stipulated judgment”).</p> <p>Cannot be altered: In most cases, once the judge signs it, you cannot alter, change, or amend it. In fact, many courts add additional standard (“boilerplate”) terms from preventing you to change the terms, ask for more time, reduce the amount owed, or otherwise change the stipulated judgment.</p> <p>Each term/clause has to be followed exactly: For instance, it is agreed that you must move out on Dec. 31st, but come Dec. 25th, you want to change it to Feb. 1st because you cannot find a new place. The court will not let you change the move out date because it was agreed to by the parties at the time and signed by the judge. It is a court order once the judge signs—there are no “do-overs,” “change my mind after I sign,” or “second chances.”</p> <ul style="list-style-type: none"> • <u>Before you sign</u>, make sure that any terms or conditions (ex: pay the back rent by this date, remove the extra person or pet by that date, etc.) are followed exactly <u>and</u> there is some proof that it was completed (ex: receipts from Landlord, proof that the person moved out, proof that you moved out from the manager, etc.) • <u>If you do not fulfill each term exactly</u>, Landlord may still evict you for breaking the agreement either by “declaration” (statements in writing to the court) in a legal document <u>or</u> by an “ex parte” (emergency) hearing and have you evicted immediately <ul style="list-style-type: none"> ○ This means you may be evicted, owe the money, and the eviction record may be unsealed (ex: appear on your credit report)
When should I think about settling?	<ul style="list-style-type: none"> • If you feel that Landlord is offering a just and fair settlement offer • You don’t think you can win at trial or take the risk • You don’t have any money to pay the back rent
What can I ask for in a settlement? What should I consider?	<p>If you want to move out:</p> <ul style="list-style-type: none"> • How much time to move out <ul style="list-style-type: none"> ○ Landlord can time the last day you can be there with the Sheriff’s lock out, so you can be locked out if you fail to move out by the agreed upon move out date. • Relocation assistance

	<ul style="list-style-type: none"> • How much rent is owed, if any <ul style="list-style-type: none"> ○ Reduction of the rent ○ How to pay the back rent (via payment plan or court judgment that you owe the money) ○ How much are the attorney's fees and costs • What happens to your security deposit <ul style="list-style-type: none"> ○ Does Landlord keep or return it (per code/law) • Sealing of the eviction case record to protect your credit history/rental ability <p>If you want to stay in the rental unit:</p> <ul style="list-style-type: none"> • Have all or most of the rent owed • Can afford to stay • If it makes sense to stay • Payment plan to pay the rent due (if any) and when the payments are to be made <ul style="list-style-type: none"> ○ Be realistic about payment plans and dates ○ If you agree to make payments, you also have to pay the rent moving forward plus the back rent • What terms that you have to agree to for Landlord to agree for you to stay <ul style="list-style-type: none"> ○ Ex: friend has to move, pets have to leave, no smoking ○ <u>Remember:</u> If you break any term or condition of the stipulated judgment (including making 1 late payment after several on-time payments), Landlord can ask the court to evict you immediately—sometimes without a hearing! • Sealing of the eviction case record to protect your credit history/rental ability
I don't agree with Landlord's settlement offer. What can I do?	<p>Counteroffer. You can counteroffer—settlements are back-and-forth negotiations in most cases.</p> <p>Trial. You can also tell Landlord/their attorney that you want to go trial, keeping in mind:</p> <ul style="list-style-type: none"> • Trial is winner takes all <ul style="list-style-type: none"> ○ Landlord wins = you are evicted ○ You win = you stay at the rental unit and pay your rent due

Avoiding Trial—Settlement:

Settlement Forms

The settlement agreement must be in writing, can be called by different names (“stipulated judgment,” “stipulation,” or “settlement”), and will probably be written on form similar to below:

<p style="text-align: center;">SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</p> <p>COURTHOUSE ADDRESS: _____</p> <p>PLAINTIFF: _____</p> <p>DEFENDANT: _____</p> <p style="text-align: center;">Unlawful Detainer Stipulated Judgment</p> <p>THE PARTIES STIPULATE (AGREE) AS FOLLOWS:</p> <p>1. Judgment shall be entered in favor of plaintiff as named in the complaint and against the following defendant(s) (identify and name defendant(s) exactly as judgment is to be entered. Do not abbreviate or use “etc.” or “et al.”)</p> <p>Plaintiff is awarded possession of the premises located at: (street address, apartment/unit number, city and county): _____</p> <p><input type="checkbox"/> Defendant(s) rights under lease or rental agreement are forfeited.</p> <p>2. Judgment shall be entered for:</p> <p><input type="checkbox"/> \$ _____ Part Due Rent <input type="checkbox"/> \$ _____ Holdover Damages</p> <p><input type="checkbox"/> \$ _____ Attorney Fees plus costs of \$ _____</p> <p>3. Defendant(s) security deposit, if any:</p> <p><input type="checkbox"/> shall be returned or accounted for by the plaintiff within 21 days after the defendant(s) vacates the premises [Civil Code, section 1950.5]</p> <p><input type="checkbox"/> shall be retained by the plaintiff and the defendant(s) waive any claim to its return.</p> <p>4. Judgment shall be entered:</p> <p><input type="checkbox"/> now</p> <p><input type="checkbox"/> now and stay enforcement of judgment as follows: a writ of possession may issue forthwith with no final lockout prior to _____ (date)</p> <p style="text-align: center;">Unlawful Detainer Stipulated Judgment</p> <p><small>LASC CIV 203 NEW 0023 For Optional Use</small></p>	<p><input type="checkbox"/> only upon default by the defendant(s) in the performance of any of the obligations required by this stipulation.</p> <p>5. Defendant(s) agree to vacate the subject premises by _____ and remove all personal property and persons covered by this stipulation.</p> <p>6. Plaintiff and defendant(s) further stipulate as follows: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>7. <input type="checkbox"/> Defendant(s) agree(s) to pay the amount set forth in Paragraph 2 on the schedule set forth below. In the event of default in payment, a writ of execution may be issued for the remaining balance on the judgment creditor's verified application, without further notice or hearing.</p> <p>_____</p> <p>_____</p> <p>8. <input type="checkbox"/> WAIVER OF RIGHTS: We, the undersigned defendant(s), understand that we have the following rights: (a) to be represented by an attorney of our own choice, at our own expense; and (b) to notice and an opportunity to be heard on the issue of any default in payment of installments, or on any other alleged violation of conditions staying the enforcement of the judgment. We give up these rights and freely agree that judgment may be entered against us in accordance with this stipulation.</p> <p>_____</p> <p>9. <input type="checkbox"/> _____ acknowledges receiving assistance from a _____ language interpreter in the preparation and execution of this stipulation.</p> <p>Date: _____ Print Name: _____ Signature: _____ <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Attorney</p> <p>Date: _____ Print Name: _____ Signature: _____ <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Attorney</p> <p style="text-align: center;">Unlawful Detainer Stipulated Judgment</p> <p><small>LASC CIV 203 NEW 0023 For Optional Use</small></p>	<p>Date: _____ Print Name: _____ Signature: _____ <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Attorney</p> <p>Date: _____ Print Name: _____ Signature: _____ <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Attorney</p> <p><input type="checkbox"/> The Court hereby orders the above-named parties to comply with the terms of the stipulation, and the clerk is directed to enter this stipulation as judgment.</p> <p><input type="checkbox"/> Proof having been made to the satisfaction of the court, Plaintiff is also granted judgment as to all unnamed tenants. [Code Civil Procedure, section 415.46]</p> <p><input type="checkbox"/> The above-named parties agree to abide by the terms of the stipulation which is approved by the court. The case is calendared for dismissal or entry of judgment on _____ at _____ in Department _____</p> <p><input type="checkbox"/> Based on the stipulation of the parties, and pursuant to Code of Civil Procedure, section 1161.2(a)(2), the Court further orders that the court file and all court records, electronic or otherwise, of this case are ordered sealed until further order of court and may not be accessed by any person except the parties, counsel of record and the court.</p> <p>Date: _____ Judicial Officer: _____</p> <p style="text-align: center;">Unlawful Detainer Stipulated Judgment</p> <p><small>LASC CIV 203 NEW 0023 For Optional Use</small></p>
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Keep in mind the following about the written form for the settlement agreement:

- **Binding**—this is a binding agreement between you and Landlord.
- **Final**—once the judge signs it, it is an official order of the court.
- **Every term/condition/clause**—every term in this document matters. Any attachments to this document are also part of the agreement and binding on you.
- **Be aware of:**
 - **Sealing:** Sealing the eviction case record to protect your credit and rental ability in the future.
 - **Owed rent:** How much money will you owe Landlord?
 - **Security deposit:** What happens to your security deposit?
 - **Move out date:** How much time do you need to find a new place and move out (if move out)? Do not forget the last day you can be at the rental unit and the date the Sheriff can lock you out and evict you (if you move out). Once that last day passes, the Sheriff's can be at your door. Landlord attorneys are very good at setting the Sheriff's lock-out date exactly on the date written in the stipulation/settlement agreement.
 - **Terms:** Any terms in paragraph 6 above, attachments, or agreed to in the settlement agreement. If you do not follow each, Landlord may evict you or otherwise “open the judgment,” unsealing the record and/or collecting money from you via bank levy or wage garnishment.
- **Always get a final copy of anything you sign.** You may have to wait for the clerk to give you a copy.

What Happens at a Bench Trial

Question	Answer
What is a bench trial?	A bench trial (also known as a non-jury trial) is when the trial outcome is decided by the judge, not a group of everyday people (known as a jury trial).
What is the trial process?	<ol style="list-style-type: none"> 1. Plaintiff/Landlord/their attorney goes first <ul style="list-style-type: none"> ○ Landlord will argue why you should be evicted ○ Landlord can offer physical evidence to support their case—documents, pictures, etc. ○ Landlord may call witnesses to support their case <ul style="list-style-type: none"> ▪ After, you may only ask the witness questions relevant to their testimony 2. Defendant/You present your case <ul style="list-style-type: none"> ○ Tell the judge your side of the story <ul style="list-style-type: none"> ▪ You may want to prepare an outline of dates, times, and events ○ Offer to show the judge all documents, pictures, or other physical evidence to support your case ○ Ask your witness questions <ul style="list-style-type: none"> ▪ You may only ask questions that are related to the case ▪ Landlord will be able to ask your witness questions about the witness's testimony 3. Plaintiff and Defendant make Final statements <ul style="list-style-type: none"> ○ The judge may allow you and the Landlord to make a final statement at the end ○ You should tell the judge why you should win the case 4. Judge decides <ul style="list-style-type: none"> ○ The judge may give their decision immediately or later mail it to you because they want to consider the case further
What are general requirements for evidence?	<ul style="list-style-type: none"> • Bring all evidence. You must bring all your evidence with you • Bring the original and 2 copies: You must bring the original and at least 2 copies because you need to have at least one for the court, Landlord/their attorney, and yourself • Bring certified reports: For health and housing reports, you must get certified reports—if they are not certified, they cannot be presented as evidence in court
What evidence should I bring?	<p>Here are some general considerations on what to bring:</p> <ul style="list-style-type: none"> • Your Answer • Interpreter (if needed) <ul style="list-style-type: none"> ○ For Spanish, you can ask the courtroom clerk when you check in. For other languages, you can request one before the hearing at https://www.lacourt.org/irud/ui/index.aspx?ct=PR. • Witnesses (they must testify in person) <ul style="list-style-type: none"> ○ Written statements (“affidavit”) may not be sufficient in court due to court procedural issues, such as hearsay or authenticity issues (ex: Did the person really say what is in the declaration/statement?)

	<p>Here are some specific examples:</p> <ul style="list-style-type: none"> • If there are bad conditions in your rental unit <ul style="list-style-type: none"> ○ Photos ○ Inspection reports from the Health or Housing Department ○ Letters, emails, and/or text messages showing you told Landlord/property manager about the conditions <ul style="list-style-type: none"> ▪ <u>Print:</u> These documents must be printed out; the judge will probably not consider evidence on a phone. ○ Witness to testify in person at court • If you are alleging you paid the rent or usually paid later <ul style="list-style-type: none"> ○ Copies of rent receipt (put them in order) ○ Tell the judge that the notice does not have the name, address, and/or phone number to pay rent
<p>How do I present my case using evidence such as photos?</p>	<p>The general approach to presenting physical evidence can be summarized into 3 steps:</p> <ol style="list-style-type: none"> 1. Say—the point you are making 2. Show and explain to the judge—show the evidence and explain how it supports the point you are making 3. Ask the judge—only the judge can allow it to be entered as evidence <p>See below for a helpful guide to presenting photos as evidence.</p> <p>Here are some specific examples:</p> <ul style="list-style-type: none"> • If you did not pay the rent because Landlord would not fix problems in your rental unit <ul style="list-style-type: none"> ○ <u>You say:</u> “I did not pay the rent because of the bad conditions and Landlord would not make repairs.” ○ <u>Then, show the judge your photo and explain:</u> <ul style="list-style-type: none"> ▪ Who took the photo ▪ What the photo is showing ▪ How long the bad condition (“defect”) existed ▪ When you told Landlord about it ▪ If Landlord repaired it ▪ You did not cause it ▪ How it affects you and your family ○ <u>Ask the judge</u> if the photo can be “entered into evidence” ○ <u>Then,</u> show the judge other physical evidence like inspection reports ○ You can also call witnesses • If Landlord is evicting you because they gave you a 3-day notice to pay rent or quit, but you usually pay later in the month <ul style="list-style-type: none"> ○ <u>You say:</u> “I usually pay my rent on the __ of the month” ○ <u>Then, show the judge and explain:</u> rental receipts showing when you usually pay ○ <u>Ask the judge:</u> if the receipts can be “entered into evidence”

How to Present Photos to the Judge

1. Write a letter of the alphabet below and say to the judge:

Your honor, my photograph marked as _____ is a photo of:

1

2. Write below who took this photo and the date when it was taken:

Who took this photo:

What date was this photo was taken:

_____ **202**__

2

3. Write the dates when you complained to the manager or landlord about the bad conditions in this photo:

Date:

1. _____ **202**__
2. _____ **202**__
3. _____ **202**__
4. _____ **202**__

3

4. Write how this bad condition shown in the photo affects you and your family:

1. This affects my family because...

2. This affects my family because...

3. This affects my family because...

4


What Happens After Trial:

Court's Decision

Question	Answer
When does the judge make a decision about who wins the eviction case?	<p>The judge will issue a decision either:</p> <ul style="list-style-type: none"> • Immediately after the trial, telling you while you are at court • Mail you a written decision later within a few days
If the court mails the decision, what should it include?	<ul style="list-style-type: none"> • Statement that you are allowed to stay at the rental unit (if you win) or Landlord wins (if you lose) • Whether you must pay back rent • Whether the winning party can get money from the losing party for court costs • Whether the losing side has to pay for attorney's fees <ul style="list-style-type: none"> ○ You do not get attorney's fees if you represent yourself
What happens if I win at trial?	<p>You do not have to move out and:</p> <ul style="list-style-type: none"> • You will have to pay the rent you owe <ul style="list-style-type: none"> ○ Even if the judge says, "Plaintiff will take nothing from his complaint," you must continue to pay rent • If you do not pay the rent you owe, Landlord can give you another notice and file another eviction case against you • If you won because of bad conditions in the rental unit <u>and</u> the court orders you to pay a reduced rent amount, you must pay the rent within the time given by the judge <ul style="list-style-type: none"> ○ If it is not paid, the court's decision in your favor ("judgment") can be reversed and you will have to move out
If the judge decides immediately after the trial that I lose, what can I do?	<p>Right away ask the judge for more time to move out if you need more than a week—explain why you need that extra time</p> <ul style="list-style-type: none"> • For example, you can say: "With all due respect, your honor, I request 30 days to move because ..." • Some reasons for extra time can be illness, age, and children in school <p>Ask the court to seal the eviction case record or make the eviction confidential</p> <ul style="list-style-type: none"> • <u>Remember</u>: Losing the trial will usually put an eviction on your record, which may impact your ability to rent in the future and your credit report.
What are some of my options if I lose?	Any appeals, motion for reconsideration, and motion for new trial are extremely specialized and time-sensitive, usually requiring attorney assistance. This Center or Foundation will not be able to help you with these documents.
If I receive the judge's decision that I lose, do I have to move out immediately?	<p>No, not that day, but you will receive a final 5-day notice to vacate from the Sheriff's shortly—you will need to move out before it expires. To receive this notice, it typically takes about an estimated 1-2 weeks from the last trial date after the court and Landlord process the paperwork; this estimate can vary depending on how busy the court and Sheriff's are processing the lock out. We recommend that you begin preparations immediately to find a new place and be prepared to move out as quickly as possible. Do not wait until you receive this notice or the Sheriff's comes to escort you out of the rental unit!</p>

What Happens After Trial:

Final Notice to Vacate

Question	Answer
What is a final notice to vacate?	It is a white paper with red lettering that states you have 5 days to move out. After the notice expires, the Sheriff's will come to evict you by locking you out of the rental unit.
When and how will I receive the notice?	The Sheriff's will tape a copy of the notice to your door. You only receive one after you lose your case—you lose when: <ul style="list-style-type: none"> You lose at trial You do not show up for the trial The court orders you to pay a certain amount of money for rent and you do not pay You do not file an Answer to the Summons and Complaint You do not comply with the settlement agreement ("stipulated judgment/stipulation") you signed
What should I keep in mind when the notice expires and the Sheriff's comes to lock me out?	Do not wait until the last minute to move. The Sheriff's will not give you extra time to pack your things—they will give you a couple of minutes to leave, regardless of if you have children or are disabled. If your belongings are not out, they may be moved or stored away, and you may have to pay money to get them back.
How do I get my possessions back if I could not get them out before the Sheriff's lock out?	You must write to Landlord at least within 15 days of being locked out. Make sure you put the date on the written note and keep a copy for yourself. Here's an example: <div data-bbox="646 1222 1133 1459" data-label="Text"> <p>(Date)</p> <p>Dear (Manager/Landlord's name), I was not able to take all of my things with me before I had to move out. [(List the property you left behind)]. Please do not throw away any of my things. I will contact you soon to set a time to get my things.</p> <p>Thank you, (your name)</p> </div> You might have to pay Landlord to get your possessions back Landlord cannot charge you more than a "reasonable moving fee" and your rental unit's daily rental value for each day your possessions are stored. If you do not contact your Landlord, Landlord may sell, keep or throw them away.
What does the notice look like?	

What Happens After Trial:

Security Deposit

Question	Answer
After I move out, when will my security deposit be returned to me?	Landlord has 21 days from when you moved out to return your security deposit <u>or</u> an accounting (or billing statement) of what it was used for. If Landlord does not give you the deposit or billing statement , it will be presumed that the entire deposit will be returned to you.
What can I do to get my security deposit returned?	You must provide a forwarding address where Landlord can mail you your security deposit. If not, Landlord can claim they did not know where to send it.
What can Landlord deduct from my security deposit?	Landlord can deduct for any damages beyond “ordinary wear and tear,” amount owed for rent, or any other damages.
Can Landlord use the security deposit while I live at the rental unit?	Landlord has no obligation to use the security deposit while you live at the rental unit. Ordinarily, Landlord does not have to let you stay there and “take it from the deposit.” The deposit is for after you move out, return keys, and let them know where to send it.
How is the security deposit usually discussed in a settlement agreement?	It is usually discussed in a move out settlement agreement (“stipulation/stipulated judgment”). Typically, either Landlord keeps it outright or returns it to you minus any charges discussed above. Make sure you address this in a settlement agreement —you should go over what happens to it.
What can I do if the security deposit was not returned to me or I’m owed more than the returned amount?	Please consult your local small claims advisor for how to collect your security deposit from your previous landlord. For small claims resources, click here .