

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

July 2025

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.

Please type or print in black ink.

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**
10

11 _____,) **Case No.:** _____
12 Plaintiff(s),)
13) **EX PARTE APPLICATION FOR ORDER**
14) **STAYING EXECUTION OF THE**
15 vs.) **JUDGMENT UNTIL A HEARING ON**
16) **DEFENDANT'S MOTION TO SET ASIDE**
17) **JUDGMENT (DEFAULT AND WRIT,**
18) **ALSO, IF ANY) AND AN ORDER**
19) **SHORTENING TIME FOR HEARING**
20) **AND SERVICE OF THE MOTION TO**
21) **SET ASIDE; MEMORANDUM OF**
22) **POINTS AND AUTHORITIES AND**
23) **DECLARATION IN SUPPORT THEREOF**
24)
25 Defendant(s)) **ASSIGNED JUDGE:** _____
26) **DEPARTMENT:** _____
27) **HEARING DATE:** _____
28) **TIME:** _____

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

Signed by: _____
Defendant(s) without Attorney

9 _____
10 Print Name

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

Signed by: _____
Defendant(s) without Attorney



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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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

7 _____
8 Print Name
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I, _____ DECLARE AS FOLLOWS:

2. A Default/Default Judgment was ordered by the Court on: ____/____/____.

3. The Default/Default Judgment should not have been granted. I did not:

- 7

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

3 ☐ See my Proposed Answer filed with this Application.

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

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

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

10 _____
11 _____
12 _____
13 _____
14 _____
15 _____

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

19
20 Signed by: _____
Defendant(s) without an Attorney

21
22 _____
23 Printed Name
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

<p>_____,</p> <p style="text-align: center;">Plaintiff(s),</p> <p>vs.</p> <p>_____,</p> <p style="text-align: center;">Defendant(s)</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>Case No.: _____</p> <p>[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</p> <p>ASSIGNED JUDGE: _____</p> <p>DEPARTMENT: _____</p> <p>HEARING DATE: _____</p> <p>TIME: _____</p>
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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
____/____/____.

☐ 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

1 _____
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4 Defendant in Pro Per
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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10)
11) Case No.: _____
12)
13) **NOTICE OF MOTION AND MOTION TO**
14) **SET ASIDE THE JUDGMENT AND ANY**
15) **DEFAULT, AND TO QUASH ANY WRIT**
16) **OF POSSESSION/EXECUTION. [CCP**
17) **§§ 473(b), 473.5, 473(d), 128(a)(8), 86(b)(3)-**
18) **(if a limited civil case)].**
19)
20) **ASSIGNED JUDGE:** _____
21) **DEPARTMENT:** _____
22) **HEARING DATE:** _____
23) **TIME:** _____
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19 _____
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21 **TO PLAINTIFF AND PLAINTIFF'S ATTORNEY OF RECORD, IF ANY:**

22 **NOTICE IS HEREBY GIVEN THAT** on ____/____/____**20** at ____:____**am / pm** , in
23 Dept. _____of the above-mentioned Court, located at, _____,
24 California, Defendant will and hereby does move the Court to set aside the Judgment entered in
25 this case, as well as any Default, and to quash any Writ of Possession and/or Execution.
26

27 //

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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5 Defendant in Pro Per
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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**

11 _____
12 Plaintiff(s),

13 vs.

14 _____
15 Defendant(s).
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) 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.
9

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 McCreddie 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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Print Name
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Defendant in Pro Per

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

9)
10) Case No.: _____

11) **DECLARATION OF DEFENDANT**

12 _____
13 vs. Plaintiff(s),

14) **IN SUPPORT OF MOTION TO SET**
15) **ASIDE THE JUDGMENT AND ANY**
16) **DEFAULT, AND TO QUASH ANY WRIT**
17) **OF POSSESSION/EXECUTION. [CCP**
18) **§§ 473(b), 473(d), 473.5, 128(a)(8), and**
19) **86b(3)-(if a limited civil case)].**

20 _____
21 Defendant(s).

22) **ASSIGNED JUDGE:** _____
23) **DEPARTMENT:** _____
24) **HEARING DATE:** _____
25) **TIME:** _____

26 **I, _____ declare as follows:**

27 I am the defendant in the above-entitled action.

28 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:

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

3
4 I declare under penalty under the laws of the State of California, that the foregoing is true
5 and correct. Executed at: _____, California on date: _____.

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7 Signed by: _____

8 Defendant without Attorney

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10 Printed Name
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5 Defendant in Pro Per

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

10 _____)
11) Case No.: _____
12) **[PROPOSED] ORDER**
13)
14) **ASSIGNED JUDGE:** _____
15) **DEPARTMENT:** _____
16) **HEARING DATE:** _____
17) **TIME:** _____
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11 vs. Plaintiff(s),
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16 Defendant(s).
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19 After consideration of Defendant's motion, all other pleadings and papers, and any oral
20 argument in this case, and upon good cause appearing, the Court orders Defendant's Motion to
21 Set Aside be granted. The Judgment entered in this case, as well as any Default, is set aside.
22 The Court also orders that any Writ of Possession and/or Execution issued is recalled and
23 quashed.
24

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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

- answers the complaint as follows.

a. ☐ **General Denial** (Do not check this box if the complaint demands more than \$1,000.)
Defendant generally denies each statement of the complaint and of *Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101).

- b. ☐ **Specific Denials** (Check this box and complete (1) and (2) below if complaint demands more than \$1,000.)
 Defendant admits that all the statements of the complaint and of *Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101) are true EXCEPT:

(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).

(a) ☐ Defendant did not receive plaintiff's *Mandatory Cover Sheet and Supplemental Allegations* (form UD-101). (If not checked, complete (b) and (c), as appropriate.)

- (b) Defendant claims the following statements on *Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101) are false (*state paragraph numbers from form UD-101 or explain below or, if more room needed, on form MC-025*): ☐ Explanation is on form MC-025, titled as Attachment 2b(2)(b).

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

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

4. OTHER STATEMENTS

- a. ☐ Defendant vacated the premises on (*date*):
- b. ☐ The fair rental value of the premises alleged in the complaint is excessive (*explain below or, if more room needed, on form MC-025*).
- ☐ Explanation is on form MC-025, titled as Attachment 4b.
- ☐ 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.

PLAINTIFF: DEFENDANT:	CASE NUMBER:
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5. d. ☐ that plaintiff be ordered to (1) make repairs and correct the conditions that constitute a breach of the warranty to provide habitable premises and (2) reduce the monthly rent to a reasonable rental value until the conditions are corrected.

e. ☒ Other (specify below or on form MC-025):

☐ All other requests are stated on form MC-025, titled as Attachment 5e.

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)

OWNERSHIP AND STANDING

- ☐ Plaintiff is a successor owner or manager to failed to comply with the disclosure requirements of Civil Code 1962; accordingly, Plaintiff is not permitted to serve a nonpayment notice or otherwise evict tenant for nonpayment of rent that accrued during the period of noncompliance. CC § 1962.
- ☐ Defendant paid rent to former owner before receiving notice of the change of ownership. CC § 1111.
- ☐ A landlord/tenant relationship does not exist between Plaintiff and Defendant.
- ☐ Plaintiff/plaintiff's agent/plaintiff's property management company does not possess the real estate license required to rent property, solicit tenants, and collect rent. BPC § 10131(b); BPC § 10130.
- ☐ Plaintiff's claim of title and right to possession is based on a void or voidable instrument.
- ☐ Title to the subject property is in dispute.
- ☐ 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.
- ☐ Plaintiff wrongfully brought this action using a business name or failed to register said business name.
- ☐ Plaintiff is a Corporation/LP/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. *Merco Constr. Engineers, Inc. v. Municipal Court*, 21 Cal. 3d 724; *Ziegler v. Nickel*, et. al., 64 Cal.App. 4th, 545, 547-549 (1998).

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.
- ☐ The complaint was filed in the incorrect courthouse by zip code and therefore improperly venued, and no further proceeding may occur. CCP § 396a; LASC 4th Amended General Order re: Limited Jurisdiction Unlawful Detainer Cases; LASC Local Rule 2.3(a)(2).

DEFECTIVE EVICTION NOTICE

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

- ☐ The notice was not served on the tenant.
- ☐ The notice was not served properly per CCP § 1162:
 - ☐ It was _____ posted on the door and not mailed 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 served with multiple notices which confused Defendant(s).
- ☐ 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 amount demanded is *de minimis*. *Bawa v. Terhune* (2019) 33 Cal. App. 5th Supp. 1; Civil Code § 3533.
- ☐ It did not clearly demand possession or demand a forfeiture (cancellation) of the rental agreement or lease.
- ☐ The notice did not adequately describe the property.
- ☐ The notice does not identify a natural person, address, or telephone number (or, if payment may be made in person, available days of the week or hours) where the rent can be paid. CCP § 1161.
- ☐ 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.
- ☐ Plaintiff served the notice before the rent was due or during the late fee period.
- ☐ Plaintiff only accepts rent on certain days but counted days it was unavailable to accept rent.

1 **Defective Eviction Notice (cont'd)**

- 2 ☐ Notice did not give Defendant 3 days to pay the rent because:
- 3 ☐ The notice cannot expire on or include Saturdays, Sundays or Court holidays. CCP §12a/AB 2343.
- 4 ☐ The notice cannot expire on the same day it was served. CCP § 1161.
- 5 ☐ It demands more rent than the tenant(s) owed because:
- 6 ☐ There are/were uninhabitable conditions which reduces the amount of rent owed.
- 7 ☐ Plaintiff failed to give credit for rent paid and/or repairs Defendant made.
- 8 ☐ Defendant paid invalid late fees during the tenancy.
- 9 ☐ Plaintiff illegally raised the rent. CCP § 827.
- 10 ☐ Plaintiff illegally raised the rent during a state of emergency or local emergency in violation of PC § 396.
- 11 ☐ The notice demanded late fees or other non-rental charges in violation of CC § 1671(d).
- 12 ☐ The notice illegally demanded rent for a period beyond one year. CCP § 1161.
- 13 ☐ The notice is overstated because the tenant is due an offset for reduction of services to tenant promised under the lease and/or agreed upon Tenant services that Plaintiff failed to pay.
- 14 ☐ The notice is overstated because Defendant has made payments throughout the tenancy that were illegal and/or not credited as rent and is owed an offset against the amount demanded in the notice.
- 15 ☐ The notice does not give the tenant a full 30 days to move (tenancy less than one year). CC § 1946(c).
- 16 ☐ The notice does not give the tenant 60 days to move (tenancy exceeding one year). CC § 1946.1(b).
- 17 ☐ The notice is a 30/60/90/120 day no-fault notice of termination but it does not contain the required statement about reclaiming abandoned personal property. CC § 1946.1(h).
- 18 ☐ The unit is subsidized and the notice does not give tenant 90 days to move. CC § 1954.535.
- 19 ☐ The notice is not in the alternative (e.g. no opportunity to pay rent or curable breach without opportunity to cure).
- 20 ☐ 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, excluding Saturdays, Sundays and judicial holidays, to cure the breach. CCP § 1161 (3).
- 21 ☐ It was based on a breach of covenant/ nuisance but failed to specifically describe act(s). CCP § 1161.
- 22 ☐ Notice is based on a breach of covenant or nuisance but it is trivial or non-material.
- 23 ☐ Facts stated in the notice regarding the breach and/or nuisance are untrue.
- 24 ☐ The notice violated the Fair Debt Collection Practices Act because a third party is collecting the rent for the owner without providing a proper debt validation notice. 15 U.S.C. § 1692.

16 **WAIVER**

- 17 ☐ Plaintiff, with actual and/or constructive knowledge of the alleged breach and the facts surrounding said breach, intentionally waived and relinquished the right to declare a breach or forfeiture of the tenancy.
- 18 ☐ Plaintiff has accepted rent with actual and/or constructive knowledge of the alleged breach. As a result, Plaintiff has waived the alleged breach.
- 19 ☐ 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.
- 20 ☐ 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.
- 21 ☐ Plaintiff accepted rent after service of the notice. Lessor has therefore waived the breach and nullified any election of forfeiture in the notice. CCP § 1161.5.
- 22 ☐ Rental agreement states rent is due the ____ of each month. However, each month, Defendant has paid on the ____ of the month. Parties have therefore modified the agreement and Plaintiff's nonpayment notice is premature. CC § 1698.
- 23 ☐ Plaintiff has accepted late payment of rent in the past and so waived the alleged breach.

24 **ESTOPPEL**

- 25 ☐ 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.
- 26 ☐ Plaintiff made an oral or written agreement with Defendant(s) that the rent demanded in the notice could be paid at a later date, upon which Defendant(s) detrimentally relied.
- 27 ☐ 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.
- 28

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.

- | | |
|---|--|
| <input type="checkbox"/> Damp/leaking ceilings/walls | <input type="checkbox"/> Missing, broken smoke detectors |
| <input type="checkbox"/> Falling plaster/peeling paint | <input type="checkbox"/> Infestation of roaches/rodents/vermin/insects |
| <input type="checkbox"/> Lack of/inadequate heat | <input type="checkbox"/> Unsafe railings/stairways |
| <input type="checkbox"/> Lack of/inadequate hot water | <input type="checkbox"/> Common areas unclean |
| <input type="checkbox"/> Defective/inadequate gas service | <input type="checkbox"/> Inadequate trash collection/receptacles |
| <input type="checkbox"/> Missing/broken windows/screens/doors | <input type="checkbox"/> Inadequate security locks |
| <input type="checkbox"/> Defective/leaking plumbing | <input type="checkbox"/> Defective electrical wiring |
| <input type="checkbox"/> Mold | <input type="checkbox"/> Lead Hazards |
| <input type="checkbox"/> Holes in walls/floor or carpet | <input type="checkbox"/> Other _____ |

- ☐ Landlord may not demand rent, collect rent, issue a notice of rent increase, or issue a notice to pay rent or quit because the dwelling substantially lacks the characteristics of Civil Code § 1941.1 or violates Health & Safety Code § 17920.10, or is deemed and declared substandard per Health & Safety Code § 17920.3 because the conditions listed in that section exist to a dangerous extent; and the conditions have existed and have not been abated 35 days beyond the date on which Landlord received notice from a public agency about landlord's obligation to abate the nuisance or repair the conditions. CC § 1942.4.
- ☐ 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.
- ☐ Code violations existed for 6 months preceding the vacancy, so landlord could not set the initial rental rate and the rent charged is excessive. Civil Code § 1954.52(d).
- ☐ 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.

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's 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.

DISCRIMINATION

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 | <input type="checkbox"/> Other _____ | |

DISCRIMINATION – FAILURE TO PROVIDE REASONABLE ACCOMMODATION

- ☐ 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).

TENANT ANTI-HARASSMENT – CALIFORNIA

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

DOMESTIC VIOLENCE

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

RETALIATION

- ☐ Plaintiff may not recover possession to retaliate against the tenant within 180 days of:
 - ☐ Tenant complaining to a governmental agency or agencies concerning tenantability. CC §1942.5.
 - ☐ Tenant complained to the Plaintiff or Plaintiff's agent concerning tenantability. CC § 1942.5.
 - ☐ For participating in a tenants' union or otherwise asserting tenant's rights. CC § 1942.5.
- ☐ Plaintiff demanded that Defendant disclose his/her immigration status in violation of CC § 1940.3(b).
- ☐ Tenant is a victim of domestic violence and Plaintiff is evicting tenant in violation of CCP § 1161.3.
- ☐ Defendant was an "individual in an emergency" as they believed immediate action was required to prevent or mitigate the loss or impairment of life, health, or property. Plaintiff may not evict Defendant because of Defendant's belief that assistance was necessary. Civil Code § 1946.8(a), (c), (f)(1).

MISCELLANEOUS

- ☐ Plaintiff cannot demand that the rent be paid ONLY in cash or via electronic transfer or declined to accept payment from a third party without cause. CC § 1947.3
- ☐ Defendant has paid rent and/or provided Plaintiff valuable nonmonetary consideration or other services in exchange for the right to occupy the premises and is therefore protected from eviction under the unlawful detainer statutes and relevant local ordinances protecting tenants from eviction.
- ☐ Defendant has paid rent and/or provided Plaintiff valuable nonmonetary consideration or other services in lieu of rent to establish a tenancy beyond a tenancy at will. CCP § 789
- ☐ 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
- ☐ This action is barred by a prior judgment or another action is pending on the same cause of action. CCP § 597.
- ☐ Defendant(s) requests the court to take judicial notice of the following case(s): _____
- ☐ The parties negotiated the written lease agreement in a language other than English. However, the written contract is in English, in violation of Civil Code § 1632 et. seq.
- ☐ Plaintiff is displacing Defendant using State or Federal funds and has not complied with the State Relocation Act. Gov. Code §§ 7260-7277, 25 CCR §6000 et. seq. and/or the Federal Uniform Relocation Act (24 CFR Part 42; 42 U.S.C 420-4656, 49 CFR Part 24) and/or § 14(d) of the Housing and Community Development Act of 1974, 42 U.S.C § 5301 et. seq.; 49 CFR § 24.2 et. seq.
- ☐ Defendant(s) filed for bankruptcy, Case # _____. Therefore, Plaintiff cannot _____ commence an unlawful detainer action against Defendant(s) or _____ take further steps to prosecute. 11 USC § 362(a)(1)-(3).
- ☐ Defendant is on active military duty and subject to the protections of the Service Members Civil Relief Act (SCRA) 50 U.S.C. § 521 et. seq.
- ☐ Plaintiff is barred from recovery against defendant by reason of the doctrine of laches and undue delay in giving notice to defendant of the matters alleged in the complaint and in commencing this litigation.
- ☐ The rent was not due until the end of the term because there is no lease provision or custom of the parties to the contrary. CC § 1947.
- ☐ The Landlord has violated the Implied Covenant of Good Faith and Fair Dealing.
- ☐ The Landlord has violated the Implied Covenant of Quiet Enjoyment. CC § 1927.

TENANT PROTECTION ACT OF 2019 (AB 1482)

The property is subject to the TENANT PROTECTION ACT OF 2019 (“TPA”) because 1) a tenant has occupied the premises for 12 months or more, 2) the unit was built more than 15 years ago, and:

- ☐ Plaintiff is not proceeding in good faith in recovering possession. CC §1946.2 *et. seq.*
- ☐ The Notice does not state an “at-fault just cause” or “no fault just cause” reason for the eviction under the TPA. CC § 1946.2(a); CC § 1946.2(b)(1); CC § 1946.2(b)(2).
- ☐ Plaintiff failed to provide proper written notice of TPA rent increase and just cause protections as follows:
 - ☐ The tenancy commenced on or after July 1, 2020 (or July 1, 2022 if a mobilehome) and Plaintiff failed to provide the required notice as either an addendum to the lease agreement OR as a written notice signed by the tenant with a copy provided to the tenant. CC §1946.2(f)(1)(A)-(B).
 - ☐ The tenancy commenced prior to July 1, 2020 (or July 1, 2022 if a mobilehome) and Plaintiff failed to provide the required notice to the tenant no later than August 1, 2020 OR as an addendum to the lease agreement. CC §1946.2(f)(2)(A)-(B).
 - ☐ The required notice was provided but was not in 12-point type. CC §1946.2(f)(3).
 - ☐ The required notice did not include the required statement verbatim. CC §1946.2(f)(3).
- ☐ Plaintiff claims exemption from the “just cause” provisions of the TPA, but the tenant or occupants were not provided written notice of that exemption from the Plaintiff or were not provided written notice of exemption in the lease contract and are therefore subject to TPA just cause protections. CC §1946.2(e)(8)(B)(i).
- ☐ Plaintiff claims exemption from the rent limits provisions of the TPA, but the tenant or occupants were not provided written notice of that exemption from the Plaintiff or provided in the lease contract and are therefore subject to TPA rent increase protections. CC § 1947.12(d)(5)(B)(i).

For-Cause Termination of Tenancy (TPA):

- ☐ Plaintiff’s notice alleges nonpayment of rent but:
 - ☐ The rent demanded exceeded the legal amount that could be demanded under the TPA. CC § 1947.12.
 - ☐ Defendant’s tenancy existed prior to March 15th, 2019, and Plaintiff failed to “roll back” or revert to the 3/15/19 rental amount or has charged in excess of the allowable “roll back” amount under the TPA, thus the rent demanded exceeds the legal amount under the TPA. CC § 1947.12(h)(2)(A).
- ☐ Plaintiff’s notice alleges a breach of the lease but:
 - ☐ The alleged breach is not a material term. CC §1946.2(b)(1)(B).
 - ☐ The alleged breach is **curable** but Plaintiff did not serve the 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. CC §1946.2(c).
- ☐ Plaintiff did not serve a secondary 3-day notice to quit without an opportunity to cure. CC §1946.2(c).
- ☐ Plaintiff’s notice alleges the tenant refused to execute a written extension or renewal of the lease for an additional term, but:
 - ☐ The tenant did not have a written lease that terminated on or after January 1, 2020 (or January 1, 2022 if a mobilehome). CC §1946.2(b)(1)(E).
 - ☐ Plaintiff did not serve tenant with a written request or demand to extend or renew. CC §1946.2(b)(1)(E).
 - ☐ The proposed lease included dissimilar provisions/was not for a similar duration. CC § 1946.2(b)(1)(E).
- ☐ The proposed lease included terms that violated TPA or any other provision of law. CC § 1946.2(b)(1)(E).
- ☐ Plaintiff’s notice alleges the tenant engaged in criminal activity, but the alleged activity did not occur on the residential property. CC § 1946.2(b)(1)(F).
- ☐ Plaintiff’s notice alleges the tenant engaged in criminal activity or criminal threat directed at the owner or agent of the owner of the property, but the allegations are untrue. CC § 1946.2(b)(1)(F).

No-Fault Termination of Tenancy (TPA):

- ☐ 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. CC §1946.2(d)(1)(A)-(B).
- ☐ The notice fails to state that Plaintiff is electing to waive the rent for the final month of the tenancy and/or fails to state the amount of rent waived and that no rent is due for the final month of the tenancy.
- ☐ Plaintiff alleges they are evicting Defendant for the owner’s intent to occupy the residential real property, but:
 - ☐ The notice fails to state that the owner, the owner’s spouse, domestic partner, children, grandchildren, parents, or grandparents will occupy the property. CC §1946.2(b)(2)(A)(i).
 - ☐ The notice fails to state the intended occupant’s intent to occupy the residential real property for a minimum of 12 continuous months as that person’s primary residence. CC §1946.2(b)(2)(A)(i).
 - ☐ The notice fails to state the name or names and relationship to the owner of the intended occupant(s). CC § 1946.2(b)(2)(A)(iv).
 - ☐ The notice fails to include notification that the tenant may request proof that the intended occupant is an owner or related to the owner. CC § 1946.2(b)(2)(A)(iv).
 - ☐ The tenant requested proof that the intended occupant is an owner or related to the owner, but the Plaintiff failed to provide proof or provided inadequate proof. CC § 1946.2(b)(2)(A)(iv).
 - ☐ The lease agreement was entered into on or after July 1, 2020 (or July 1, 2022 if a mobilehome) and the tenant either (1) did not agree **in writing** to the owner’s intent to occupy termination or (2) no provision in the lease agreement allows the owner to unilaterally terminate the lease if the owner, the owner’s spouse, domestic partner, children, grandchildren, parents, or grandparents intends to occupy the residential real property. CC § 1946.2(b)(2)(A)(ii).
 - ☐ The intended occupant already occupies a rental unit on the property. CC § 1946.2(b)(2)(A)(iii).
 - ☐ There is a vacancy in another equivalent unit at the property. CC § 1946.2(b)(2)(A)(iii).
- ☐ Plaintiff is not an “owner” and is unable to evict on the basis of owner’s intent to occupy because:
 - ☐ Plaintiff is not a natural person with a 25% recorded interest in the property, or;
 - ☐ Plaintiff is a natural person with less than a 25% recorded interest in the property, but 100% of the recorded ownership is not divided among owners who are related as sibling, spouse, domestic partner, child, parent, grandparent, or grandchild, or;
 - ☐ Plaintiff is not a natural person whose recorded interest in the property is through a limited liability company or partnership. CC § 1946.2(b)(2)(A)(viii)(II).
- ☐ Plaintiff is not a “natural person” and is therefore unable to evict on the basis of owner’s intent to occupy. CC § 1946.2(b)(2)(A)(viii)(III)-(V).
- ☐ Plaintiff alleges they are evicting Defendant to withdraw the residential real property from the rental market, but have failed to comply with the Ellis Act.
- ☐ Plaintiff alleges they are evicting Defendant to comply with a government or court order to vacate the residential real property, but:
 - ☐ The order does not necessitate vacating of the residential property. CC § 1946.2(b)(2)(C)(i)(I)-(III).
 - ☐ The Plaintiff alleges the tenant is at-fault for the condition(s) triggering the order to vacate and is thus not entitled to relocation assistance, but the allegation is untrue. CC § 1946.2(b)(2)(C)(i)(I)-(III).

No-Fault Termination of Tenancy (TPA) (cont'd):

- ☐ Plaintiff alleges they are evicting Defendant for the owner's intent to demolish or substantially remodel the residential real property, but:
 - ☐ The notice does not include a statement informing the tenant of the owner's intent to demolish the property or substantially remodel the rental unit. CC § 1946.2(b)(2)(D)(iv)(I).
 - ☐ The notice does not include *verbatim* the required statement informing the tenant of the landlord's obligation to re-rent the property to the tenant on the same terms if the substantial remodel/demolition is not completed or commenced. CC § 1946.2(b)(2)(D)(iv)(II).
 - ☐ The notice does not include a notification informing the tenant that if the tenant is interested in reoccupying the rental unit following the substantial remodel to inform the owner and to provide the tenant's address, telephone number, and email address. CC § 1946.2(b)(2)(D)(iv)(IV).
- ☐ The notice alleges substantial remodel of the unit, but does not include a description of the substantial remodel and/or the approximate expected duration of the substantial remodel. CC § 1946.2(b)(2)(D)(iv)(III).
- ☐ The notice alleges demolition of the unit, but does not include the expected date by which the property will be demolished. CC § 1946.2(b)(2)(D)(iv)(III).
- ☐ The notice does not include a copy of the permit or permits required to undertake the substantial remodel or demolition. CC § 1946.2(b)(2)(D)(iv)(III)(ia).
- ☐ The notice alleges that the substantial remodel includes the abatement of hazardous materials and thus does not require a permit, but the notice does not include a copy of the signed contract with the contractor hired by the owner to comply substantial remodel or demolition. CC § 1946.2(b)(2)(D)(iv)(III)(ia).
- ☐ The notice alleges that the substantial remodel includes the abatement of hazardous materials and thus does not require a permit, but the signed contract with the contractor hired by the owner does not reasonably detail the work that will be undertaken to abate the hazardous materials described. CC § 1946.2(b)(2)(D)(iv)(III)(ib).
- ☐ The substantial remodel can reasonably be accomplished in a safe manner that allows the tenant to remain living in the unit. CC § 1946.2(b)(2)(D)(ii).
- ☐ The substantial remodel does not require the tenant to vacate the residential property for at least 30 consecutive days. CC § 1946.2(b)(2)(D)(ii).
- ☐ The substantial remodel does not require the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit. CC § 1946.2(b)(2)(D)(ii)(I).
- ☐ The substantial remodel does not require the abatement of hazardous materials in accordance with applicable federal, state, and local laws. CC § 1946.2(b)(2)(D)(ii)(II).
- ☐ The tenant could continue living in the residential real property without violating health, safety, and habitability codes and laws, and is thus not required to vacate. CC § 1946.2(b)(2)(D)(iii).
- ☐ The planned remodel includes cosmetic improvements alone (*i.e.* painting, decorating, and minor repairs) that can be performed safely without having the property vacated, thus does not qualify as substantial remodel. CC § 1946.2(b)(2)(D)(iii).

COUNTY OF LOS ANGELES COVID-19 TENANT PROTECTIONS

The premises are located in **Los Angeles County**, are subject to the Resolution of the Board of Supervisors of the County of Los Angeles Further Amending and Restating the County of Los Angeles COVID-19 Tenant Protections Resolution ("TPR"), and:

- ☐ Landlord demanded more rent than is owed because the property is covered by the Unincorporated LA County Rent Stabilization and Tenant Protections Ordinance (LACC §§ 8.52.010 et. seq.), and landlord improperly raised the rent during the Unincorporated County rent freeze (3/4/2020 – 3/31/2023). TPR Section VII.
- ☐ The eviction is based on the presence of unauthorized occupants or pets and: (1) the presence was necessitated by or related to COVID-19; (2) the occupants or pets began dwelling in the unit between March 1, 2020 and January 20, 2023; and (3) the Landlord did not provide the required 30-day notice to cure or quit. TPR Section VI.A.4.
- ☐ The Notice demands rent accrued between July 1, 2022 to March 31, 2023, and: (1) the Landlord did not provide the required 30-day notice to cure or quit; and (2) the tenant timely certified their inability to pay rent due to financial impacts related to COVID-19. TPR Section VI.A.1.c.
- ☐ The Notice demands rent accrued between March 1, 2020 to September 31, 2020, and the tenant timely certified their inability to pay rent due to financial impacts related to COVID-19. TPR Section VI.A.1.a.

OTHER/MISCELLANEOUS

WHEREFORE, Defendant(s) pray for judgment or orders 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. The record to be sealed upon judgment or dismissal of this case;
3. If Defendant paid landlord returnable deposits, Defendant request that the court deduct those amounts from the judgment, if any.
4. Defendant(s) demand a jury trial pursuant to CCP §631.
5. If the above answer requires leave to amend, Defendant(s) request such leave be awarded liberally under CCP §473(a)(1) and CCP §576 in the furtherance of justice. Or in the alternative, the answer be amended to conform to proof presented at trial if necessary.
6. 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 & corrections to the premises are completed; and
 - c. The court retains jurisdiction of this case until all court ordered repairs and conditions are completed.