

LEGAL SERVICES

of

NORTHERN CALIFORNIA

ANSWER TO EVICTION (UNLAWFUL DETAINER)

INSTRUCTION PACKET



www.LSNC.net

DISCLAIMER: This handout is intended to provide accurate, general information regarding legal rights relating to Unlawful Detainer in California. Because laws and legal procedures are subject to frequent change and differing interpretations, LSNC cannot ensure the information in this fact sheet is current nor be responsible for any use to which it is put. This is not legal advice. Do not rely on this information without consulting an attorney or the appropriate agency about your rights in your particular situation. This information is current as of the date of publication, December 2020.

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A NOTE ABOUT USING THESE FORMS ONLINE VS. ON PAPER

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

If you are using these forms online:

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

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

- It may be easiest to make three separate piles before you get started:
 - Pile 1 – the eviction papers you got
 - Pile 2 – the instruction packet
 - Pile 3 – the blank forms, which start on page 22 of this packet
- Keep your forms in order as you fill them out. This will make it easier when it is time to make copies.

INTRODUCTION

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

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

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

The *Answer* must be filed within **5 court days** of being served with the papers. (See the instructions for counting court days on page 4 of this packet.)**

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

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

- [Fill out the forms attached to this packet](#). We will show you how.
- Ask for a copy of the *Fee Waiver* and *Order on Fee Waiver* instruction packet or [click here](#).
- Follow the instructions in the “[Checklist: What Do I Do with My Papers After I Fill Them Out?](#)” section of this packet.

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

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

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

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

THE EVICTION PAPERS, OR SUMMONS AND COMPLAINT

The "Summons"

- Names the tenants as the "Defendants", the people who are defending themselves.
- Names your landlord or manager as the "Plaintiff," the person who filed the eviction case;
- Shows your case number; **and**
- Names the landlord's lawyer if there is one.
- Sometimes the *Summons* names people as defendants even if they don't live there. Everyone whose name is on the *Summons* as a defendant must file papers. If they do not, they risk having a court judgment entered against them.

The "Complaint"

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

The "Mandatory Cover Sheet and Supplemental Allegations"

- The *Mandatory Cover Sheet and Supplemental Allegations* form is a form your landlord is required to use if they file an eviction case on or after October 5, 2020.
- Because of the COVID-19 pandemic, there have been a lot of new housing laws. The *Mandatory Cover Sheet* is one way the courts can screen new eviction cases.
- If you believe you may be protected by any of the new pandemic housing laws, make sure you read the *Mandatory Cover Sheet* attached to your eviction case.

WHEN DO I HAVE TO FILE MY ANSWER?

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

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

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

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

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

SERVED (Monday, Day 0)

FILE ANSWER (Monday, Day 5)

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

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

SERVED (Monday, Day 0)

COURT HOLIDAY (Friday, Day 6)

FILE ANSWER (Tuesday, Day 5)

WHAT FORMS DO I NEED?

Blank forms are clipped to this packet.

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

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

- [Attachment 3s](#)

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

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

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

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

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

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

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

WHERE DO I FILE MY PAPERS?

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

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

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

CASE NUMBER *(número del caso):*

This is where you find your case number.

2. The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: *(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):*

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

FORMS WITH INSTRUCTIONS

Blank forms are clipped to this packet.

TO DO:

- Get the papers you were served – the *Summons and Complaint* and the *Mandatory Cover Sheet and Supplemental Allegations* forms. You will need information from these papers to fill out your own forms.
- Use the Blank Forms at the end of this packet to prepare your Answer. If you want to view the blank forms in a separate window or tab, you can [click here](#).
- Start filling out your papers now.
- Read the “Forms with Instructions” section of this packet. There are pictures of the forms included in the instructions. These pictures have additional information and tips to help you fill out your own Answer.

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

1. Defendant (*each defendant for whom this answer is filed must be named and must sign this answer unless his or her attorney signs*):

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

answers the complaint as follows:

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

6. Number of pages attached: _____

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

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

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

INSTRUCTIONS: ANSWER - UNLAWFUL DETAINER (UD-105)

ANSWER - PAGE 1

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

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

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

HOW TO FILL OUT A CAPTION

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

UD-105	
<p>ATTORNEY OR PARTY WITHOUT ATTORNEY STATE BAR NUMBER:</p> <p>NAME: Write in your name and the names of all defendants filing this Answer.</p> <p>FIRM NAME: Write in your mailing address.</p> <p>STREET ADDRESS: Write in your city.</p> <p>CITY: Write in your city. STATE: CA ZIP CODE: Write in your zip code.</p> <p>TELEPHONE NO.: Write in a reliable phone number. FAX NO.:</p> <p>E-MAIL ADDRESS: Write in your email address, if you have one.</p> <p>ATTORNEY FOR (name): In Pro Per</p> <p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF Write the County where the case is filed.</p> <p>STREET ADDRESS: Write in the address of the court as it is listed in the Complaint.</p> <p>MAILING ADDRESS: Write in the branch of the court as listed in the complaint.</p> <p>CITY AND ZIP CODE: Write in the branch of the court as listed in the complaint.</p> <p>BRANCH NAME: Write in the branch of the court as listed in the complaint.</p> <p>PLAINTIFF: Write in Plaintiff's name as written on the Complaint</p> <p>DEFENDANT: Write in Defendant's name as written on the Complaint.</p>	<p style="text-align: center;">FOR COURT USE ONLY</p> <p>Write in a reliable mailing address. Make sure you use an address where you can receive mail about this case.</p> <p>CASE NUMBER: Copy your case number from the Complaint.</p>
ANSWER—UNLAWFUL DETAINER	

ITEM 1 - DEFENDANT

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

1. Defendant (each defendant for whom this answer is filed must be named and must sign this answer unless his or her attorney signs):

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

answers the complaint as follows:

ITEM 2 - DENIALS

Check ONLY ONE of the next two boxes -

answers the complaint as follows:

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

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

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

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

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

- b. Specific Denials (Check this box and complete item 14 if the complaint demands more than \$1,000.)

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

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

- Look at box 19 (4th page). Add the amounts in boxes c, f, and h. Use the spaces below to help you calculate the amount of damages your landlord is asking for:
 - c - past due rent of \$ _____
 - f - damages in the amount of waived rent or relocation assistance as stated in item 8: \$ _____
 - h - statutory damages up to \$600 for the conduct alleged in item 14.
 - Total: \$ _____

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

- Look at the section of the Complaint that has the "Relief" or "Prayer for Relief". Add the unpaid rent and "damages" your landlord is requesting. If this amount is \$1000 or **less**, check box 2a and skip to the instructions for Page 2 - Item 3. If this amount is **more** than \$1,000, skip to the instructions for 2b.

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

ITEM 2B

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

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

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

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

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

(a) Defendant claims the following statements of the complaint are false (*state paragraph numbers from the complaint or explain below or, if more room needed, on form MC-025*):

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

Only write here if you checked box 2b(1)(a).
Write in the number of the paragraph(s) of the *Complaint* you think are false.

(b) Defendant has no information or belief that the following statements of the complaint are true, so defendant denies them (*state paragraph numbers from the complaint or explain below or, if more room needed, on form MC-025*):

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

Only write here if you checked box 2b(1)(b).
Write in the number of the paragraph(s) of the *Complaint* that you do not know are true or false.

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

- a. If you did not receive the *Mandatory Cover Sheet and Supplemental Allegations - Unlawful Detainer* (form UD-101) with the *Complaint*, check box a. If you do not check box a, you must complete boxes b and c.
- b. You must write the number of each paragraph you think is **false**.
Example: The *Supplemental Allegations* form marks paragraph 6c. This means your landlord says they served you a blank *COVID-19 Related Financial Distress Declaration* form. If you disagree, you would write in 6c under 2b(3).
- c. You might not know if a paragraph in the *Mandatory Cover Sheet and Supplemental Allegations - Unlawful Detainer* (form UD-101) is true or false. If that happens, write in the number of that paragraph under box 2b(4).
Example: You can write in: 4a; 6; 7b if you don't know if the information on the *Supplemental Allegations* form is right.

(2) **Denial of Allegations in Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer (form UD-101)**

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

Only write here if you checked box 2b(2)(b).
Write in the number of the paragraph(s) of the Mandatory Cover Sheet you think are false.

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

Only write here if you checked box 2b(2)(c).
Write in the number of the paragraph(s) of the Mandatory Cover Sheet that you do not know are true or false.

ANSWER - PAGE 2

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

ITEM 3 - DEFENSES AND OBJECTIONS

Now is the time to think about your defenses to the eviction. Read this section completely **BEFORE** checking any of these boxes. Follow along on Attachment 3s. These defenses and objections are listed on the Answer form (3a-s). The defenses and objections continue on page 3 of the Answer. You'll find descriptions of the Defenses and Objections on the next several pages.

UD-105

CASE NUMBER: _____

3. **DEFENSES AND OBJECTIONS** (NOTE: For each box checked, you must state brief facts to support it in item 3s (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): the rent due but plaintiff would not accept it.
- d. Plaintiff waived, changed, or canceled the notice to quit.
- e. Plaintiff served defendant with the notice to quit or filed.
- f. By serving defendant with the notice to quit or filing the defendant in violation of the Constitution or the laws of
- g. Plaintiff's demand for possession violates the local rent ordinance, and date of passage): (Also, briefly state in item 3s the facts showing violation
- h. Plaintiff's demand for possession is subject to the Tenant and is not in compliance with the act. (Check all that apply)
 - (1) Plaintiff failed to state a just cause for termination
 - (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 Civ. Code, § 1946.2(c).
 - (3) Plaintiff failed to comply with the relocation assistance requirements of Civ. Code, § 1946.2(d).
 - (4) Plaintiff has raised the rent more than the amount allowed under Civ. Code, § 1947.12, and the only unpaid rent is the unauthorized amount.
 - (5) Plaintiff violated the Tenant Protection Act in another manner that defeats the complaint.
- i. Plaintiff accepted rent from defendant to cover a period of time after the date the notice to quit expired.
- j. Plaintiff seeks to evict defendant based on an act against defendant or a member of defendant's household that constitutes domestic violence, sexual assault, stalking, human trafficking, or abuse of an elder or a dependent adult. (This defense requires one of the following: (1) a temporary restraining order, protective order, or police report that is not more than 180 days old; OR (2) a signed statement from a qualified third party (e.g., a doctor, domestic violence or

Review pages 12-15 of this instruction packet for more information about each of the Defenses and Objections. Use Attachment 3s in the blank forms to write additional facts for any of the boxes you check below in Section 3 - Defenses and Objections. The Defenses and Objections are on pages 2 and 3 of the Answer.

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

a. Habitability/Repairs. You can check this box if you did not pay rent **because** the condition of your home is dangerous to your health or safety **and** your landlord did not make necessary repairs. *You can only check this box if your landlord served you a notice for non-payment of rent.* For more information, visit https://landlordtenant.dre.ca.gov/resources/guidebook/gb09_dealingwith.html#conditions **ons** *** See Attachment 3s. - A.*

b. Repair and Deduct. You can check this box if you did not pay rent **because** the condition of your home is dangerous to your health or safety **and** your landlord did not make necessary repairs **and** you made the repairs and deducted the cost from your rent, but your landlord did not give you credit. *You can only check this box if your landlord served you a notice for non-payment of rent.* For more information, visit https://landlordtenant.dre.ca.gov/resources/guidebook/gb09_dealingwith.html#deduct **** See Attachment 3s. - B.**

****NOTE:** *For (a) and (b), you must you convince the judge you do not owe the full rent because of the dangerous or unhealthy condition of your home. If the judge agrees with you, they will decide how much rent you do owe. You will lose your case if you can't pay the reduced amount of rent that the judge says you owe.*

c. Landlord Refused Rent Within the 3 Days. You can check this box if you offered your landlord the rent money **during** the three-day period of the notice, but your landlord refused to accept it. Write in the date that you offered to pay the rent. For more information, visit https://landlordtenant.dre.ca.gov/resources/guidebook/gb11_terminations.html See Attachment 3s. - C.

d. Landlord Canceled the Eviction Notice. You can check this box if your landlord has done something to change or cancel the 3-day, 30-day, 60-day, or 90-day notice. For example: your landlord told you to forget about the 3-day notice or that you could pay rent later in the month. For more information, visit https://landlordtenant.dre.ca.gov/resources/guidebook/gb10_movingout.html. See Attachment 3s. - C.

e. Retaliation. You can check this box if you believe that your landlord is evicting you **because** you exercised a right you have as a tenant. Some of your rights include requesting repairs, calling the Health Department or Police Department, starting a tenants' association, or exercising some other right that is protected by state or federal law. For more information, visit

https://landlordtenant.dre.ca.gov/resources/guidebook/gb11_terminations.html. See Attachment 3s. – D.

- f. **Discrimination.** You can check this box if you believe your landlord is evicting you **because** you belong to a certain protected class based on race, age, disability, etc. For more information about housing discrimination, visit <https://www.dfeh.ca.gov/housing/>. If you are being evicted for discriminatory reasons, you can file a complaint with California’s Department of Fair Employment and Housing. You can review DFEH’s complaint process here <https://www.dfeh.ca.gov/complaintprocess/>. See Attachment 3s. – D.
- g. **Rent Control.** You can check this box if you believe your landlord has acted in a way that breaks your local city or county rent control laws. For more information, visit https://landlordtenant.dre.ca.gov/resources/guidebook/gb15_appendix2.html. See Attachment 3s. – D.
- h. **The property is subject to the TENANT PROTECTION ACT OF 2019, or AB 1482.** California passed new renter protections that created a limit on how much a landlord can increase a tenant’s rent. The new protections also mean that many renters can only be evicted for ‘just cause’ reasons. For more information, visit <https://lsnc.net/housing/new-california-limits-when-landlord-can-evict-renters> or https://landlordtenant.dre.ca.gov/resources/guidebook/gb10_movingout.html#act. See Attachment 3s. – E & F.
- i. **Landlord Took Your Rent.** You can check this box if your landlord accepted your rent payment after your 3-day, 30-day, 60-day or 90-day notice expired. For example: Your landlord gave you a 30-day notice that expired on May 10th. On May 1, you gave your landlord full rent for May. Your landlord deposited your rent check. For more information, visit https://landlordtenant.dre.ca.gov/resources/guidebook/gb11_terminations.html. See Attachment 3s. – F.
- j. **Domestic Violence, Sexual Assault, or Stalking.** You can check this box if you think your landlord is evicting you **because** you or a member of your household was a victim of domestic violence, sexual assault, or stalking. You will need to bring a copy of a temporary restraining order, protective order, or police report that is not more than 180 days old to court. The document must name you or your household member as the protected party or a victim of these crimes. For more information, visit https://landlordtenant.dre.ca.gov/resources/guidebook/gb10_movingout.html#special. See Attachment 3s. – G.

- k. Calling the police or other emergency services.** You can check this box if you believe your landlord is evicting you **because** you or another person called for emergency services on behalf of a victim of abuse or a crime, or a person who needed emergency services. For more information, visit https://landlordtenant.dre.ca.gov/resources/guidebook/gb10_movingout.html#periodic. See Attachment 3s. – G.

Defenses and Objections 3l – 3q are COVID-19 related defenses and objections.

- l. Plaintiff’s demand for possession is in retaliation for nonpayment of rent or other financial obligations due between March 1, 2020 and January 31, 2021, even though it is alleged to be based on other reasons.** California has special COVID-19 housing protections that cover housing between March 1 – January 31, 2021. For more information, visit www.LSNC.net/coronavirus-covid-19. See Attachment 3s. – H.
- m. Plaintiff’s demand for possession is based on nonpayment of rent or other financial obligations due between March 1, 2020 and January 31, 2021.** California has special COVID-19 housing protections that cover housing between March 1 – January 31, 2021. For more information, visit www.LSNC.net/coronavirus-covid-19. See Attachment 3s. – H.
**Section m is split between pages 2 and 3 on the Answer forms.*
- n. Plaintiff’s demand for possession lacks “just cause” for termination of the tenancy.** You can check this box if your landlord gave you a notice terminating your tenancy, but the notice does not give you a valid reason as required by the COVID-19 Tenants Relief Act. Your landlord cannot terminate your tenancy without an “at fault” reason (like you broke an important lease term) or a “just cause” reason (like your landlord wants to move into your rental home). Do not check this box if the eviction was filed for nonpayment of rent or other financial obligations. For more information, visit www.LSNC.net/coronavirus-covid-19. *This only applies to cases filed before February 1, 2021.* See Attachment 3s. – I.
- o. Plaintiff violated the COVID-19 Tenant Relief Act of 2020 or a local COVID-19 related eviction ordinance in some other way.** You should include facts about this in item 3s or in Attachment 3s. For more information, visit www.LSNC.net/coronavirus-covid-19. See Attachment 3s. – I.
- p. Defendant gave plaintiff the signed CDC declaration, and plaintiff’s reason for termination of the tenancy is one that the CDC order protects against.** If you check this box, you should describe when and how you provided this declaration to your landlord. See Attachment 3s. – I.

- q. **Plaintiff violated the federal CARES Act because the property is covered by the CARES Act and the federally-backed mortgage on the property was in forbearance when the landlord filed the action and/or your landlord did not give you the required 30 days' notice.** *This only applies to cases filed before January 1, 2021. See Attachment 3s. - I.*
- r. **Other defenses and objections.** You can check this box if you have other defenses that are not already included on the Answer. You must provide details to the court by filling out box 3s or by attaching additional information. *Attachment 3s - pages K, L, & M lists other common defenses and objections.*

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

s. Facts supporting defenses and objections

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

- s. *(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 3s.

Use Attachment 3s to provide more details or information to the court about any of the Defenses and Objections you checked above.

Fill out the pages of Attachment 3s that match the boxes you checked. Only attach those pages to your Answer.

If you use Attachment 3s, make sure to write in your case number for every page you use. **You only need to attach to the Answer the Attachment 3s pages that you use.**

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Attachment 3s - A Case Number: _____ Page _____ of _____

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

ITEM 4 – OTHER STATEMENTS

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

4. OTHER STATEMENTS

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

ITEM 4 – OTHER STATEMENTS (TOP OF PAGE 4)

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

UD-105

CASE NUMBER:

-
4. b. The fair rental value of the premises alleged in the complaint is excessive (explain below or, if more room needed, on form MC-025): Check box 4b if your rent is too high because of serious health, safety, or repair problems.

- Explanation is on form MC-025, titled as Attachment 4b.

Write in the facts about why your rent is too high because of serious health, safety, or repair problems, or use Attachment 3s.

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

ANSWER - PAGE 4

ITEM 5 - DEFENDANT REQUESTS

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

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

5. DEFENDANT REQUESTS

- a. that plaintiff take nothing requested in the complaint.
- b. costs incurred in this proceeding.
- c. reasonable attorney fees. **if incurred and if entitled.**
- d. that plaintiff be ordered to (1) make repairs and correct the conditions that constitute a breach of the warranty to provide habitable premises and (2) reduce the monthly rent to a reasonable rental value until the conditions are corrected.
- e. Other (specify below or on form MC-025):
 All other requests are stated on MC-025, titled as Attachment 5e.

For such further and other relief as this Court deems just and proper.

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

ITEM 6 - NUMBER OF PAGES ATTACHED

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

6. Number of pages attached: _____

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

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

ITEM 7 – UNLAWFUL DETAINER ASSISTANT SECTION

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

UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400–6415)

7. (Must be completed in all cases.) An **unlawful detainer assistant** did not did for compensation give advice or assistance with this form. (If defendant has received **any** help or advice for pay from an unlawful detainer...

a. Assistant's Name:

b. Telephone number:

c. Street address, city, and zip code:

d. County of registration:

e. Registration number:

f. Ex

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

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

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

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

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

(TYPE OR PRINT NAME) ALL DEFENDANTS must print and sign their names on these lines. If more than 2 people need to sign the Answer, you may draw in extra name and signature lines. _____
(TYPE OR PRINT NAME) (SIGNATURE OF DEFENDANT OR ATTORNEY)

VERIFICATION

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the defendant in this proceeding and have read this answer. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: Do not forget to date your Answer.

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

(TYPE OR PRINT NAME) (SIGNATURE OF DEFENDANT)

INSTRUCTIONS: PROOF OF SERVICE (POS-030)

IMPORTANT!!

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

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

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

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

Your helper should copy the name and address from the *Summons* onto the envelope. Be sure your helper uses the correct amount of postage.

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

Pay special attention to

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

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

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

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

1. I am over 18 years of age and **not a party to this action**. I am a resident of or employed in the county where the mailing took place.

2. My residence or business address is:

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

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

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

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

The documents are listed in the *Attachment to Proof of Service by First-Class Mail—Civil (D)* (form POS-030(D)).

4. I served the documents by enclosing them in an envelope and (check one):

- a. **depositing** the sealed envelope with the United States Postal Service with the postage fully prepaid.
- b. **placing** the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

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

5. The envelope was addressed and mailed as follows:

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

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

The name and address of each person to whom I mailed the documents is listed in the *Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)* (POS-030(P)).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: Write in the date this form is signed.

Write in the name of the person mailing the Answer.

The person mailing the Answer must sign here.

(TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)

(SIGNATURE OF PERSON COMPLETING THIS FORM)

Form Approved for Optional Use
Judicial Council of California
POS-030 [New January 1, 2005]

PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL
(Proof of Service)

Code of Civil Procedure, §§ 1013, 1013a
www.courtinfo.ca.gov

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

Now you are finished filling out all the papers. Go to the section “[Checklist - What Do I Do with My Papers After I Fill Them Out](#)” in this packet.

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

DOUBLE CHECK:

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

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

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

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

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

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

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

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

3. Forms you must file with the court:

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

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

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

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

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

BLANK FORMS

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

If you are viewing these instructions online, keep scrolling to print the blank forms or you can fill them out online. You can also [click here](#) to open the blank forms in a new window or tab.

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

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

answers the complaint as follows:

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

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

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

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

(a) Defendant claims the following statements of the complaint are false (*state paragraph numbers from the complaint or explain below or, if more room needed, on form MC-025*):

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

(b) Defendant has no information or belief that the following statements of the complaint are true, so defendant denies them (*state paragraph numbers from the complaint or explain below or, if more room needed, on form MC-025*):

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

(2) **Denial of Allegations in Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer (form UD-101)**

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

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

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

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

CASE NUMBER:

3. **DEFENSES AND OBJECTIONS** (NOTE: For each box checked, you must state brief facts to support it in item 3s (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. Plaintiff waived, changed, or canceled the notice to quit.
- e. Plaintiff served defendant with the notice to quit or filed the complaint to retaliate against defendant.
- f. By serving defendant with the notice to quit or filing the complaint, plaintiff is arbitrarily discriminating against the defendant in violation of the Constitution or the laws of the United States or California.
- g. Plaintiff's demand for possession violates the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage): _____
(Also, briefly state in item 3s the facts showing violation of the ordinance.)
- h. Plaintiff's demand for possession is subject to the Tenant Protection Act of 2019, Civil Code section 1946.2 or 1947.12, and is not in compliance with the act. (Check all that apply and briefly state in item 3s 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 Civ. Code, § 1946.2(c).
- (3) Plaintiff failed to comply with the relocation assistance requirements of Civ. Code, § 1946.2(d).
- (4) Plaintiff has raised the rent more than the amount allowed under Civ. Code, § 1947.12, and the only unpaid rent is the unauthorized amount.
- (5) Plaintiff violated the Tenant Protection Act in another manner that defeats the complaint.
- i. Plaintiff accepted rent from defendant to cover a period of time after the date the notice to quit expired.
- j. Plaintiff seeks to evict defendant based on an act against defendant or a member of defendant's household that constitutes domestic violence, sexual assault, stalking, human trafficking, or abuse of an elder or a dependent adult. (This defense requires one of the following: (1) a temporary restraining order, protective order, or police report that is not more than 180 days old; OR (2) a signed statement from a qualified third party (e.g., a doctor, domestic violence or sexual assault counselor, human trafficking caseworker, or psychologist) concerning the injuries or abuse resulting from these acts.)
- k. Plaintiff seeks to evict defendant based on defendant or another person calling the police or emergency assistance (e.g., ambulance) by or on behalf of a victim of abuse, a victim of crime, or an individual in an emergency when defendant or the other person believed that assistance was necessary.
- l. Plaintiff's demand for possession of a residential property is in retaliation for nonpayment of rent or other financial obligations due between March 1, 2020, and January 31, 2021, even though alleged to be based on other reasons. (Civ. Code, § 1942.5(d).)
- m. Plaintiff's demand for possession of a residential property is based on nonpayment of rent or other financial obligations due between March 1, 2020, and January 31, 2021, and (check all that apply):
- (1) Plaintiff did not serve the general notice of rights under the COVID-19 Tenants Relief Act as required by Code of Civil Procedure section 1179.04.
- (2) Plaintiff did not serve the required 15-day notice. (Code Civ. Proc., § 1179.03(b) or (c).)
- (3) Plaintiff did not provide an unsigned declaration of COVID-19-related financial distress with the 15-day notice. (Code Civ. Proc., § 1179.03(d).)
- (4) Plaintiff did not provide an unsigned declaration of COVID-19-related financial distress in the language in which the landlord was required to provide a translation of the rental agreement. (Code Civ. Proc., § 1179.03(d).)
- (5) Plaintiff identified defendant as a "high-income tenant" in the 15-day notice, but plaintiff did not possess proof at the time the notice was served establishing that defendant met the definition of high-income tenant. (Code Civ. Proc., § 1179.02.5(b).)

CASE NUMBER:

- m. (6) (a) Defendant delivered to plaintiff one or more declarations of COVID-19–related financial distress. (Code Civ. Proc., § 1179.03(f).) *(Describe when and how delivered):*
- (b) *(For cases filed after January 31, 2021)* Defendant, on or before January 31, 2021, paid or offered plaintiff payment of at least 25% of the total rental payments that were due between September 1, 2020, and January 31, 2021, and that were demanded in the termination notices for which defendant delivered the declarations described in (a). (Code Civ. Proc., § 1179.03(g)(2).)
- (7) Defendant is currently filing or has already filed a declaration of COVID-19-related financial distress with the court. (Code Civ. Proc., § 1179.03(h).)
- n. *(For cases filed before February 1, 2021)* Plaintiff's demand for possession of a residential tenancy is based on a reason other than nonpayment of rent or other financial obligations, and plaintiff lacks just cause for termination of the tenancy, as defined in Civil Code section 1946.2(b) or Code of Civil Procedure section 1179.03.5(a)(3)(A).
- o. Plaintiff violated the COVID-19 Tenant Relief Act of 2020 (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 3s)*.
- p. *(For cases filed before January 1, 2021)* Defendant provided plaintiff with a declaration under penalty of perjury for the Centers for Disease Control and Prevention's temporary halt in evictions to prevent further spread of COVID-19 (85 Federal Register 55292 at 55297), and plaintiff's reason for termination of the tenancy is one that the temporary halt in evictions applies to. *(Describe when and how provided):*
- q. *(For cases filed before January 1, 2021)* Plaintiff violated the federal CARES Act, because the property is covered by that act and *(check all that apply)*:
- (1) The federally-backed mortgage on the property was in forbearance when plaintiff brought the action. (15 U.S.C. § 9057.)
- (2) The plaintiff did not give the required 30 days' notice. (15 U.S.C. § 9058(c).)
- r. Other defenses and objections are stated in item 3s.
- s. *(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 3s.
 See Attachment 3s.

4. OTHER STATEMENTS

- a. Defendant vacated the premises on *(date)*:

CASE NUMBER: _____

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

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

5. DEFENDANT REQUESTS

- a. that plaintiff take nothing requested in the complaint.
- b. costs incurred in this proceeding.
- c. reasonable attorney fees, if incurred and if entitled.
- d. that plaintiff be ordered to (1) make repairs and correct the conditions that constitute a breach of the warranty to provide habitable premises and (2) reduce the monthly rent to a reasonable rental value until the conditions are corrected.
- e. Other (*specify below or on form MC-025*):
 All other requests are stated on form MC-025, titled as Attachment 5e.

For such further and other relief as this 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)

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)

OPTIONAL – ATTACHMENT 3S

We created *Attachment 3s* as an **optional** form for you to use.

You can use *Attachment 3s* in a few ways:

- To fill out and file with your *Answer*. Make sure you only file the pages you fill out.
- To understand the details of each affirmative defense.
- To help you organize the information you might need to prove an affirmative defense in court.

NOTE: California is a “notice pleading” state. This means you only have to put enough information in your *Answer* that your landlord is aware of what defenses you will try to prove trial. Filling out the *Answer* form and making sure you check/fill in the right boxes is enough. If you do that, you have put your landlord “on notice.”

Sometimes, it is helpful to include details in your *Answer*. Sometimes, including too many details in your *Answer* can be confusing or unnecessary.

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

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

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

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

Detective Walls, Floors or Weather Protection

Infestations Inside the Rental Unit

Plumbing (Gas, Water or Sewage System)

Defective Electrical Lights, Wiring or Related Equipment.

Defective Heating or Cooking Facilities

Unsafe/Unsanitary Conditions Outside of Rental Unit

Explanation for any habitability defects checked above:

3b. REPAIR AND DEDUCT.

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

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

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

Additional facts if any:

3c. PLAINTIFF REFUSED RENT.

On _____ (fill in date), before the notice to quit expired, I offered the rent due, in the amount of \$ _____ (fill in amount), but Plaintiff would not accept it.

Additional facts if any:

3d. PLAINTIFF WAIVED, CHANGED, OR CANCELED THE NOTICE TO QUIT AS FOLLOWS:

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

On or about the date(s) of _____, Plaintiff accepted rent for a period after the notice to quit expired.

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

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

Other: _____

3e. RETALIATION.

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

3f. DISCRIMINATION.

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

3g. RENT CONTROL.

Plaintiff's demand for possession violates the local rent control or eviction control ordinance of _____ (City or County). The title of the rent control ordinance is _____ . It was enacted on _____ (month/day/year).

3h. TENANT PROTECTION ACT (AB 1482; Civil Code Sections 1946.2, 1947.12).

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

Occupancy (Check one):

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

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

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

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

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

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

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

- Plaintiff violated the Tenant Protection Act in another manner that defeats the complaint.
 - A reason is stated in the termination notice, but it is not one of the allowed reasons for termination. Civ. Code Sec. 1946.20.
 - A reason is stated in the termination notice stating that the eviction is Defendant's fault, but Defendant did not do what the termination notice says.
 - A reason is stated in the termination notice stating that the eviction is Defendant's fault but Defendant complied with the notice during the time provided by fixing the alleged problem.
 - The reason stated is an "at fault" reason but the landlord failed to serve a termination notice to quit after expiration of a prior notice of violation to fix the problem. Civ. Code Sec. 1946.2(c).
 - A "no fault" reason is stated on the termination notice but the landlord did not notify Defendant of Defendants right to relocation assistance or rent waiver. Civ. Code Sec. 1946.2(d).
 - The 'no fault' reason of substantial rehabilitation is alleged in the notice but the notice fails to adequately describe such remodel to fit an allowed reason for termination. Civ. Code Sec. 1946.2(b)(2)(D).
 - Other: _____

3i. PLAINTIFF ACCEPTED RENT TO COVER A PERIOD OF TIME AFTER THE NOTICE TO QUIT EXPIRED.

I paid the rent on or about _____ (date). My rent payment was for _____ (month/year) - _____ (month/year), after the notice to quit expired. My landlord accepted my rent payment.

3j. DOMESTIC VIOLENCE, SEXUAL ASSAULT, STALKING, HUMAN TRAFFICKING, AND/OR ELDER ABUSE PROTECTIONS.

Plaintiff is seeking to evict Defendant because of those acts of violence or abuse. The person committing this act or acts is not a tenant of the rental home

AND:

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

OR

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

Additional Facts:

3k. PUNISHING OR LIMITING GOOD FAITH CALLS TO POLICE OR EMERGENCY ASSISTANCE.

On or about _____, Defendant and/or another person contacted _____ (law enforcement or emergency assistance) because Defendant or the other person believed that assistance was needed.

COVID-19 SPECIFIC PROTECTIONS (3l – 3q):

3l. RETALIATION FOR COVID-19 RELATED NONPAYMENT OF RENT.

Additional Facts:

3m. EVICTION FILED FOR COVID-19 RELATED NONPAYMENT OF RENT.

1. Plaintiff did not serve the general notice of rights under the COVID-19 Tenants Relief Act as required by CCP Sec. 1179.04.
2. Plaintiff did not serve the required 15-day notice.
3. Plaintiff did not provide an unsigned declaration of COVID-19 related financial distress with the 15-day notice.
4. Plaintiff did not provide an unsigned declaration of COVID-19 related financial distress in the language in which the landlord was required to provide a translation of the rental agreement.
5. Plaintiff identified renter as a “high-income tenant” in the 15-day notice, but plaintiff did not possess proof at the time the notice was served establishing that defendant met the definition of high-income tenant
6. a. Defendant delivered to plaintiff one or more declarations of COVID-19 related financial distress on or about _____ (date) by mailing / emailing / texting / _____ (check all that apply).

b. Defendant, on or before January 31, 2021, paid or offered plaintiff payment of at least 25% of the total rent payments that were due between September 1, 2020 and January 31, 2021.

Renter paid or tried to by on or about _____ (date) by mailing / emailing / texting / _____ (check all that apply). *This applies to cases filed after January 31, 2021.*
7. Renter is currently filing or already filed a COVID-19 Related Financial Distress declaration with the court.

3n. THE REASON ON THE NOTICE IS NOT ALLOWED UNDER THE COVID-19 TENANTS RELIEF ACT.

Additional Facts:

3o. LANDLORD VIOLATED THE COVID-19 TENANT RELIEF ACT OF 2020 OR A LOCAL COVID-19 RELATED ORDINANCE REGARDING EVICTIONS IN SOME OTHER WAY.

Additional Facts:

3p. CDC EVICTION PROTECTION.

Landlord is evicting tenant for rent due and owing from March 1, 2020, through December 31, 2020.

Tenant provided Landlord a signed copy of the CDC declaration on or about _____ (date) by mailing / emailing / texting /

_____ (check all that apply). (85 Federal Register at 55297).

3q. FEDERAL CARES ACT PROTECTION.

The federally-backed mortgage was in forbearance when landlord brought the action.

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

3r. OTHER DEFENSES.

- (1) The 3-day notice was improper and cannot support this action because:
 - Defendant never received the 3-day notice before they were served with the unlawful detainer.
 - The 3-day notice does not correctly state the address of the rental home.
 - The summons and complaint were filed before the 3-day notice expired. The complaint was filed on _____. The 3-day notice expired on _____.

3-day notice to Pay Rent or Quit

- The amount stated-In the 3-day notice is wrong; it demands more rent than Defendant owed when Defendant received it.
- The 3-day notice was served before the rent was late.
- The 3-day notice demands rent that is more than one year past due.
- The 3-day notice includes a late charge or demands money for things other than rent.
- The 3-day notice violates Calif. Code of Civ. Proc. Sec. 1161(2) because it does not state the name, phone number and address of the person to whom the payment should be made.
- The 3-day notice violates Calif. Code of Civ. Proc. Sec. 1161(2) because it states that payment may be made personally but does not state the days and hours during which payment can be made personally.

3-day notice to Cure or Quit

- Defendant solved the problem before the 3-day notice was served.
- The 3-day notice demands fees or charges other than rent that is more than one year past due.

3-day notice to Quit

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

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

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

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

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

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

The Notice and Complaint are confusing and contradictory because:

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

Defendant receives voucher rental assistance and the landlord is required to give a 90 days' written notice (Cal. Civil Code 1954.535) so the 30 or 60-day notice is improper to terminate this tenancy.

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

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

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

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

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

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

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

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

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

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

Other: _____

(5) Defendant resides in a Recreational Vehicle Park.

This eviction violates the Recreational Vehicle Park Occupancy Law because:

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

Other: _____

(6) Subsidized Housing.

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

This eviction does not comply with applicable law because:

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

The termination notice is otherwise defective because:

Plaintiff lacks good cause to evict Defendant because:

Other: _____
