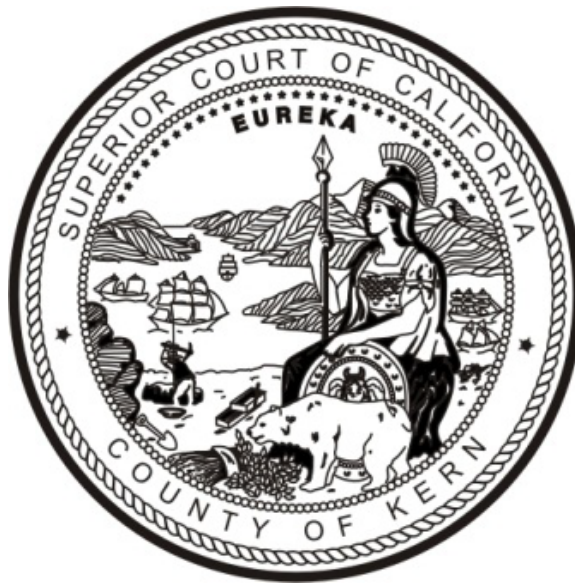


PAQUETE DE RESPUESTA DESALOJOS

SUPERIOR COURT OF CALIFORNIA COUNTY OF KERN METROPOLITAN DIVISION



FORMAS INCLUIDAS EN ESTE PAQUETE	
Judicial Council Form UD-105	Respuesta (Answer – Unlawful Detainer)
Judicial Council Form POS-030	Prueba de servicio (Proof of Service by First Class Mail – Civil)
Judicial Council Form INT-300	Solicitud para interprete (Request for Interpreter)
	Mandatory Settlement Conference Information Sheet

Este guia esta [diseñado](#) para ayudarle a llenar los formularios. La intencion no es proporcionar asesoramiento legal, ni estrategia de como completar el case. La informacion proporcionada en este paquete solo presenta opciones y ejemplos. Esto no es un sustituto para el consejo legal profesional de un abogado.

Por favor tenga en cuenta que los empleados de la corte no pueden dar consejo legal. Se recomienda que busque consejo legal o haga su propia investigación legal si no está familiarizado con este proceso legal. Información adicional está disponible en el sitio web de la Corte Superior, www.kern.courts.ca.gov y página web de Judicial Council's self help, <http://www.courts.ca.gov/selfhelp-housing.htm>

Si tiene alguna pregunta o preocupación, por favor no dude en contactar el **Landlord-Tenant Assistant Center** (LTAC) localizado en el 1415 Truxtun Ave, 3er Piso (dentro de la Biblioteca de Leyes), Bakersfield, CA 93301. LTAC es un proyecto piloto de corte entre el Tribunal Superior del Condado de Kern y **Greater Bakersfield Legal Bakersfield** (GBLA) y está financiado por el Sargent Shriver Civil Counsel Act (GC§68650). LTAC está diseñado para asistirlo en preguntas generales sobre la ley de propietario/inquilino. Puede llamar por teléfono al (661) 610-6299, o mandar un correo electrónico a LTAC@kern.courts.ca.gov.

COSTO **(\$225.00 por** **persona)**

Se requiere pagar costos para presentar su respuesta o responder a la demanda de desalojo. Para determinar la cantidad del costo, vea la versión actual del Fee Schedule disponible en el sitio web de tribunales: http://www.kern.courts.ca.gov/pdf/local_fee_schedule_07012014.pdf.

** A partir del 01 de julio del 2014, el costo para cada demandado es \$225.00.*

¿QUÉ PASA **SI NO PUEDO** **PAGAR LOS** **COSTOS DE** **LA CORTE?**

Si cree que no puede pagar los costos de la corte, consulte la "Hoja Informativa Sobre la Exención de Cuotas y Costos de la Corte Superior" (Judicial Council Form, FW-001-INFO S), incluido en este paquete. Si usted piensa que usted puede calificar para una exención de costos, complete la Solicitud de Exención de Cuotas de la Corte (Request to Waive Court Fees, Judicial Council Form FW-001) y Orden Sobre la Exención de la Cuotas de la Corte (Order on Court Fee Waiver, Judicial Council Form FW-003), también conocido como una "exención de costos." Presente la exención de costos con su respuesta a la corte. **Recuerde que toda las formas que se presentan a la corte siempre tendrán que estar presentadas en Ingles solamente.**

¿COMO **CONSIGO LAS** **FORMAS O MÁS** **AYUDA Y** **INFORMACIÓN?**

FORMAS	MAS INFO	MAS AYUDA
• Con el Departamento Civil localizado en el 1215 Truxtun Ave. 1er Piso Bakersfield Ca 93301. • En la oficina de LTAC localizado en el 1415 Truxtun Ave, 3er Piso (dentro de la Biblioteca de Leyes), Bakersfield, CA 93301.	Más información que está disponible: • CA Judicial Branch: http://www.courts.ca.gov/selfhelp-eviction.htm	• Solicitar más información de los propietarios e inquilinos asistencia centro (LTAC) ubicado en el 1415 Truxtun Ave, Bakersfield, CA. • Contrate a un abogado para representarle o que le llene sus formularios. • Contrate a un Unlawful Detainer Assistant (UDA) a llenar sus formularios. <i>* UDAs no pueden dar consejo legal ni representarle en la corte.</i>

PASOS PARA ARCHIVAR SU RESPUESTA

DESDE LA FECHA QUE LE ENTREGAN LA DEMANDA TIENE 10 DIAS HABILES PARA RESPONDER

☐ 1º PASO: COMPLETAR SUS FORMAS

FORMAS	ACCIONES
Answer – Unlawful Detainer – UD-105 (Obligatorio)	Complete el formulario y firme la <u>ultima pagina</u>.

☐ 2º PASO: HAGA COPIAS

- Haga 2 copias de todos sus documentos además del original.

☐ 3º PASO: SERVIR SU RESPUESTA

Servicio: Usted debe de "servir" una copia de la respuesta.

- "Servicio"** significa que alguien, no usted, quien es por lo menos 18 años de edad, debe enviar por correo una copia de su respuesta al demandante o su abogado, si tienen uno. Pregúntele a un amigo, pariente, etc. para servir la respuesta para usted o usted puede buscar en las páginas amarillas y contratar a un "servidor de proceso" para que envíe por correo sus documentos por un costo.
- Después de que los documentos son enviados por correo, el servidor (persona que envía la respuesta) debe completar la prueba de servicio, Proof of Service by First Class Mail – Civil – POS-030.

FORMAS	ACCIONES
Prueba de servicio por correo (Proof of Service by First Class Mail – Civil – POS-030)	- Complete la parte superior de este formulario. - La persona que aya hecho servicio de la respuesta tendra que llenar el formulario del #2-5. - La persona tendra que poner fecha y firmar la parte inferior de este documento.

☐ 4º PASO: ARCHIVAR SU RESPUESTA

- Entregue el original y una copia de la respuesta con la prueba de servicio al Departamento Civil o utilice el servicio de e-file por medio del citio de web de la corte.
- Si usted no solicita una exención**, usted pagará el costo de la corte para archivar su respuesta y le regresaran una copia sellada de la corte.
- Si usted solicita una exención**, entregue tambien la solicitud (FW-001) y la Orden (FW-003)

☐ 5º PASO: SEGUIMIENTO

- En 1-2 dias de negocio haga contacto con el Departamento Civil para asegurarse que sus documentos fueron aceptados.
- Si usted solicito una exención, tipicamente, la secretaria le mandara la orden sobre su exencion (forma FW-003) por correo. Lea cuidadosamente la Orden por si hay algo adicional que usted tiene que hacer.
- Si su respuesta no es presentada a tiempo, el demandante podra presentar una incomparecencia y usted puede perder su caso.**

NOTIFICACIÓN DE JUICIO

Una vez que la respuesta ha sido aceptada por la corte, el siguiente paso sería para que el demandante o el demandado presenten una solicitud para llevar el caso a juicio. Una vez presentada, el Departamento Civil establece la fecha del juicio y les notificará por correo. Es su responsabilidad de mantener la corte informada de su dirección actual. Si su domicilio cambia, debe notificar ala corte. Para notificar ala corte debe archivar la forma titulada Notice of Change of Address or Other Contact Information, MC-040. Si existen problemas con su correo (no recibe, se pierde, se roban su correo) mantenga comunicacion con la secretaria para que no pierda su fecha de juicio.

INTÉRPRETE

Nota: Si es necesario, usted puede solicitar servicios de intérprete para su juicio sin ningún costo. La corte no proporcionará este recurso para usted o sus testigos automáticamente y disponibilidad puede ser limitada. Debe solicitar servicios de interprete antes del juicio, tendra que presentar la forma Court Interpreter Services (formulario de servicios de intérprete de la corte). La forma esta incluida en este paquete.

REPORTERO TRIBUNAL

El Tribunal no propocionara un Reportero Tribunal en casos de desalojo. Sin embargo, puede contratar uno de la lista aprobada por el Tribunal por su propia cuenta:
<https://kerncourts.sharepoint.com/:w:/s/www.kern.courts.ca.gov/EZOkqrRH9-RDk6W0vCeIKjUBstUfcTqn5ctXWU6LcoGaXQ?e=>

ATTORNEY OR PARTY WITHOUT ATTORNEY STATE BAR NUMBER: NAME: SU NOMBRE Y NOMBRES DE TODOS LOS DEMANDADOS RESPONDIENDO FIRM NAME: STREET ADDRESS: CITY: SU DOMICILIO COMPLETO STATE: ZIP CODE: TELEPHONE NO.: SU NUMERO DE TELEFONO FAX NO.: EMAIL ADDRESS: ATTORNEY FOR (name): IN PRO PER		FOR COURT USE ONLY CASE NUMBER: NUMERO DE CASO
SUPERIOR COURT OF CALIFORNIA, COUNTY OF KERN STREET ADDRESS: MAILING ADDRESS: ESCRIBA EL DOMICILIO DE LA CORTE (ESTA INFORMACIÓN ESTÁ EN LA DEMANDA) CITY AND ZIP CODE: BRANCH NAME:		
PLAINTIFF: NOMBRE DEL DEMANDANTE(S) COMO APARECE EN LA DEMANDA DEFENDANT: NOMBRE DEL DEMANDADO(S) COMO APARECE EN LA DEMANDA		
ANSWER—UNLAWFUL DETAINER		

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

NOMBRE DE TODOS LOS DEMANDADOS RESPONDIENDO

****SI LOS ESTAN DEMANDADO BAJO EL NOMBRE INCORRECTO INDIQUE SU NOMBRE CORRECTO Y INCLUYA "BEING SUED AS" SEGUIDO POR EL NOMBRE INCORRECTO ****

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 complainant is the defendant.)
 Defendant generally denies each statement of the complaint.

PUEDA SELECCIONAR ESTA CASILLA PARA NEGAR TODAS LAS ALEGACIONES DE LA DEMANDA (UD-100) Y LE DEMANDA ES POR \$1,000.

b. ☐ **Specific Denials** (Check this box and complete the following.)
 Defendant admits that all the statements of the complaint are true except for the following:

PUEDA SELECCIONAR ESTA CASILLA SI ESTA NEGANDO CIERTAS ALEGACIONES DE LA DEMANDA (UD-100) Y/O LA DEMANDA ES POR MAS DE \$1,000

Denial of Allegations in Complaint (form UD-100 or other complaint for unlawful detainer)

- (1) 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).

EN ESTE ESPACIO INDIQUE LOS NUMEROS DE LOS PARRAFOS DE LA DEMANDA (UD-100) QUE USTED ESTÁ AFIRMANDO QUE SON FALSAS

- (2) 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(2).

3. **DEFENSES AND OBJECTIONS**

LEA CUIDADOSAMENTE LAS DEFENSAS EN NUMERO #3 Y SELECCIONE LA(S) CASILLA(S) QUE APLIQUEN A SU CASO

(If more room is needed, on form MC-025, titled as Attachment 2b(3), complete the following.)

- 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.



PLAINTIFF: NOMBRE DEL DEMANDANTE(S) COMO APARECE EN LA DEMANDA	CASE NUMBER:
DEFENDANT: NOMBRE DEL DEMANDADO(S) COMO APARECE EN LA DEMANDA	NUMERO DE CASO

3. 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).)
 - (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 a local COVID-19–related ordinance regarding evictions (*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 (34 U.S.C. § 12491(a));*
 - *is participating in the rural housing voucher program under section 542 of the Housing Act of 1949 (34 U.S.C. § 12491); or*
 - *has a federally backed mortgage loan or a federally backed multifamily mortgage loan.*
- p. ☐ Before October 1, 2025, 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.

PLAINTIFF: NOMBRE DEL DEMANDANTE(S) COMO APARECE EN LA DEMANDA	CASE NUMBER:
DEFENDANT: NOMBRE DEL DEMANDADO(S) COMO APARECE EN LA DEMANDA	NUMERO DE CASO

3. 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.

SI SU DEFENSA NO ESTA INCLUIDA EN LAS OPCIONES #3a-r, PUEDE SELECCIONAR 3s Y ESCRIBA SU DEFENSA EN ESTA SECCIÓN (TIENE QUE SER ESCRITO EN INGLÉS**).**

PROPORCIONE DATOS CON FECHAS QUE RESPALDEN LAS DEFENSAS QUE HA SELECCIONADO.

INCLUYA TODOS LOS DOCUMENTOS DE EVIDENCIA QUE TENGA Y ETIQUÉTELOS

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.

SI HA DESOCUPADO LA PROPIEDAD Y ENTREGO LA LLAVE. MARQUE Y ESCRIBA LA FECHA QUE DESOCUPO LA PROPIEDAD

SI USTED ALEGA QUE EL VALOR JUSTO DEL ALQUILER ES EXCESIVO POR PROBLEMAS DE HABITABILIDAD EN LA PROPIEDAD SELECCIONE ESTA CASILLA Y EXPLIQUE

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

SI QUIERE HACER ALGUNA OTRA DECLARACIÓN SELECCIONE LA CASILLA Y EXPLIQUE

5. DEFENDANT REQUESTS

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

SI QUIERE PEDIR ALGO MAS A LA CORTE INDIQUE EN ESTA SECCION

6. ☐ Pages attached (specify number of pages):

PLAINTIFF: NOMBRE DEL DEMANDANTE(S) COMO APARECE EN LA DEMANDA	CASE NUMBER:
DEFENDANT: NOMBRE DEL DEMANDADO(S) COMO APARECE EN LA DEMANDA	NUMERO DE CASO

**CONTESTE LA
PREGUNTA #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 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.)

SU NOMBRE

(TYPE OR PRINT NAME)

SU FIRMA

(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: **FECHA**

SU NOMBRE

(TYPE OR PRINT NAME)

SU FIRMA

(SIGNATURE OF DEFENDANT)

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF DEFENDANT)

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF DEFENDANT)

EJEMPLO

***LAS
SIGUIENTES
PAGINAS SON
LAS FORMAS
QUE TENDRA
QUE
COMPLETAR***

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.
- 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 are true EXCEPT:

Denial of Allegations in Complaint (form UD-100 or other complaint for unlawful detainer)

- (1) 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).

- (2) 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(2).

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 selfhelp.courts.ca.gov/eviction-tenant.)

- 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.



PLAINTIFF: DEFENDANT:	CASE NUMBER:
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3. 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).)
 - (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 a local COVID-19–related ordinance regarding evictions (*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 (34 U.S.C. § 12491(a));*
 - *is participating in the rural housing voucher program under section 542 of the Housing Act of 1949 (34 U.S.C. § 12491); or*
 - *has a federally backed mortgage loan or a federally backed multifamily mortgage loan.*
- p. ☐ Before October 1, 2025, 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.

PLAINTIFF: DEFENDANT:	CASE NUMBER:
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3. 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.
- c. ☐ Other (specify below or, if more room needed, on form MC-025):
☐ Other statements are on form MC-025, titled as Attachment 4c.

5. DEFENDANT REQUESTS

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

6. ☐ Pages attached (specify number of pages):



PLAINTIFF: DEFENDANT:	CASE NUMBER:
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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)

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:

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

INT-300 Request for Interpreter (Civil)

Clerk stamps date here when form is filed.

Fill out this form if you or a witness in your case needs an interpreter when you are in court.

See instructions on page 2 of this form for more information.

Fill in court name and street address:

Superior Court of California, County of

Court fills in case number when form is filed.

Case Number:

- 1 **Your Information** (person requesting an interpreter). *If you have a lawyer, give your lawyer's information.*

Name: _____

State Bar No.: _____

Firm Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

E-Mail Address: _____

- 2 **I am a party in this case** (check one item below):

☐ Plaintiff/Petitioner ☐ Defendant/Respondent ☐ Other (describe): _____

- 3 ☐ **I need an interpreter in the following language when I am in court:**

☐ español (Spanish) ☐ (Vietnamese) ☐ (Korean) ☐ (Mandarin)
☐ (Cantonese) ☐ (Farsi/Persian) ☐ (Russian) ☐ Tagalog (Tagalog)
☐ (Arabic) ☐ (Punjabi) ☐ Other: _____

Include town of origin, if you speak an indigenous language: _____

- 4 ☐ **I have a witness who needs an interpreter for the following court date:**

(Complete a separate form for each witness.)

a. Date: _____ Time: _____

Department and judicial officer, if known: _____

☐ No date is set yet.

b. The witness needs an interpreter in (check one):

☐ The language marked above **OR**

☐ Other (enter the language the witness speaks): _____

Date: _____



Signature of party or attorney

Your Name:

Case Number:

INSTRUCTIONS

- Court proceedings are in English. If a party or witness does not speak or understand English well, he or she may need an interpreter. The interpreter will allow him or her to testify, speak to the judge, and understand what others are saying in court. Certified and registered court interpreters are trained to interpret in court. If you need language help, you can ask the court to provide a court interpreter by filling out the first page of this form.
- You should complete this form if you or a witness in your case needs an interpreter. A witness is someone who provides information in court, under oath. You should complete a separate form for every witness who needs language help. Complete the first page and file it with the court. Check with your local court to find out how far in advance you must file a request for an interpreter. You can also find out when the court will answer your request.
- Courts try to provide an interpreter in every language and in every civil case. The court will provide you with a response to let you know if your request was granted. Sometimes, a court cannot provide an interpreter in every case.



Request for Accommodations

Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the hearing. Contact the clerk's office or go to www.courts.ca.gov/forms for *Request for Accommodations by Persons With Disabilities and Response* (Form MC-410). (Civ. Code, § 54.8.)

PREPÁRESE PARA RESOLVER SU CASO



En la Conferencia de Resolución Obligatorio (MSC), el inquilino y el propietario pueden resolver el caso en términos favorables para ambas partes, evitando el tiempo y los gastos del juicio. El MSC se llevará a cabo ante el Maestro del Resolución de Vivienda, que es una persona neutral y no tomará partido durante las conversaciones de acuerdo. No puede defender ni presentar argumentos a favor de ninguna de las partes. El está ahí simplemente para mantener a ambas partes enfocadas en la discusión. Puedes llegar a cualquier tipo de acuerdo con la otra parte. Debe ser flexible, saber cuáles son sus puntos más fuertes y hasta qué punto está dispuesto a adaptarse a las demandas de la otra parte. En otras palabras, esté preparado para negociar. No es necesario que acepte los términos sugeridos por la otra parte si no llega a un acuerdo el caso ira a juicio.

Cosas que el inquilino puede pedir:	Cosas que el propietario puede pedir:
• Ocultar el registro público del desalojo, independientemente del resultado • No se emitirá ninguna orden judicial ahora y el propietario descartará el caso con perjuicio (el propietario no puede volver a presentar el caso) cuando el inquilino abandone la unidad • Si el propietario afirma que el inquilino violó los términos del acuerdo, el propietario debe darle al inquilino una notificación por escrito y pedir permiso al juez para iniciar el proceso de desalojo • Descartaran el caso con perjuicio (el propietario nunca puede volver a presentar el mismo reclamo) • El propietario renunciará a cualquier alquiler atrasado y otras tarifas acumuladas si el inquilino se va antes de una fecha determinada • Si la orden judicial se dicta ahora, el propietario puede aceptar eliminar la orden más adelante una vez que el inquilino cumpla con los términos del acuerdo. • El propietario pagará los gastos de reubicación • El propietario devolverá el depósito de seguridad según la ley de California • El propietario proporcionará una referencia neutral • Cada parte pagará sus propios costos/honorarios	• No se puede ocultar el expediente judicial a menos que el inquilino cumpla con los términos del acuerdo • La orden judicial se dictará inmediatamente, el propietario puede obtener el documento que inicia el proceso de desalojo ahora, pero el desalojo se pospone hasta una fecha determinada. • Si el inquilino viola los términos del acuerdo, el propietario puede obtener el documento que inicia el desalojo inmediatamente, después de presentar la declaración ante el tribunal; sin una audiencia. • Descartaran el caso sin perjuicio (el propietario puede volver a presentar el mismo reclamo) • El inquilino debe pagar todos los alquileres atrasados y las tarifas independientemente de otros factores. • La orden judicial será permanente en contra del inquilino independientemente de otros factores • El propietario no pagará los gastos de reubicación • El propietario se quedará con el depósito de seguridad • La unidad se dejará en condiciones "limpias" • Si el inquilino deja sus bienes personales después de la fecha de vencimiento de la mudanza, el propietario puede deshacerse de ellos inmediatamente • El inquilino se compromete a no causar más daños a la unidad • El inquilino no tendrá contacto con inquilinos de otras unidades

POR FAVOR TENGA EN CUENTA: Cada caso es diferente: es posible que los puntos de negociación enumerados anteriormente no sean aplicables a su caso. Este folleto es sólo para su información y no pretende brindar asesoramiento legal. Si necesita asesoramiento legal sobre estrategia o qué opciones solicitar, deberá hablar con un abogado antes de el MSC.