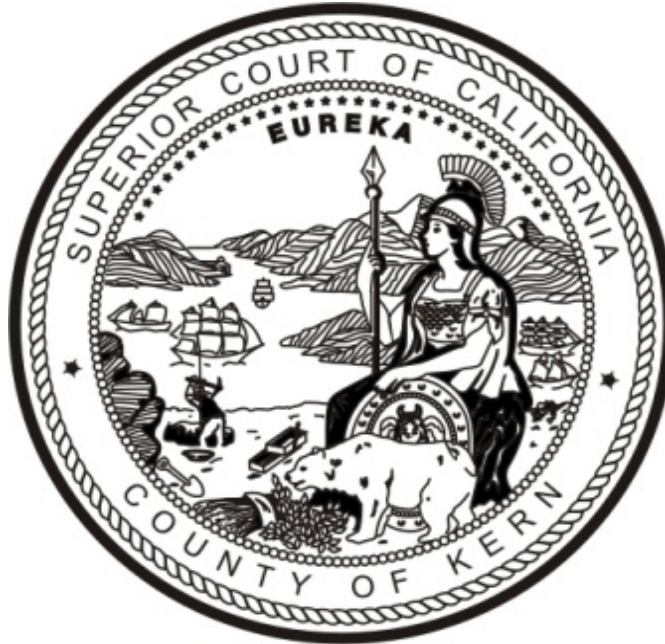


ANSWER PACKET

SUPERIOR COURT OF CALIFORNIA COUNTY OF KERN



FORMS INCLUDED IN THIS PACKET	
Judicial Council Form UD-105	Answer- Unlawful Detainer
Judicial Council Form POS-030	Proof of Service by Mail
	Mandatory Settlement Conference Information Sheet

This guide is designed to help you fill out the forms yourself. It is not intended to provide legal advice or strategy as to how to complete the case. The information provided in this packet only presents options and examples. This is not a substitute for legal advice from an attorney.

Please be advised that court employees may not give legal advice. It is recommended that you seek legal advice or do your own legal research if you are not familiar with this legal process. Additional information is available on the Superior Court's website, www.kern.courts.ca.gov, and the Judicial Council's self-help website, <http://www.courts.ca.gov/selfhelp-housing.htm>

Should you have any questions or concerns, please do not hesitate to contact the **Landlord-Tenant Assistance Center** (LTAC) located at 1415 Truxtun Ave., 3rd Floor (inside the Law Library), Bakersfield, CA 93301. LTAC is a Court pilot project between the Kern County Superior Court and **Greater Bakersfield Legal Assistance** (GBLA), and is funded by the Sargent Shriver Civil Counsel Act (GC§68650). LTAC is designed to assist you in common landlord or tenant issues. In addition, you may seek information at the Kern County Law Library located on the 3rd floor at 1415 Truxtun Avenue, Bakersfield, CA 93301, by phone at (661) 610-6299, or email LTAC@kern.courts.ca.gov.

FEES

(Usually
\$225.00 per
person)

A fee is required to file an Answer or respond to the Unlawful Detainer. To determine the amount of the fee, refer to the current version of the Fee Schedule available on the Courts website at:

https://www.kern.courts.ca.gov/documents/kern_county_fee_schedule_effective_01_01_2016

**As of January 1, 2016, the filing fee for each Defendant is \$225.00.*

WHAT IF I CANNOT AFFORD THE COURT FEES?

If you think you cannot afford to pay the Court fees, refer to the Information Sheet on Waiver of Superior Court Fees and Costs (Judicial Council Form FW-001-INFO), included in this packet. If you feel that you may qualify for a waiver according to the guidelines, complete the Request to Waive Court Fees (Judicial Council Form FW-001) and Order on Court Fee Waiver (Judicial Council Form FW-003), also known as a "fee waiver." Submit the fee waiver with your response to the Court.

HOW CAN I GET THE FORMS OR MORE HELP AND INFORMATION ?

FORMS	MORE INFO	MORE HELP
• With the Civil Division • picking them up personally from the LTAC • Online at the state's website, www.courts.ca.gov. Click on forms. They are PDF fillable forms.	More information is available: • CA Judicial Branch: http://www.courts.ca.gov/selfhelp-eviction.htm.	• Contact the the Landlord-Tenant Assistance Center (LTAC) -OR- Contact Greater Bakersfield Legal Assistance at (661)325-5943. • Hire an attorney to represent you and/or fill out your forms. • Hire an Unlawful Detainer Assistant (UDA) to fill out your forms. <i>*UDAs cannot give legal advice nor represent you in court.</i>

STEPS TO FILE YOUR ANSWER- UNLAWFUL DETAINER

****FROM THE DATE YOU ARE SERVED YOU HAVE 10 BUSINESS DAYS TO RESPOND****

☐ STEP 1: COMPLETE THE FORMS

FORMS	ACTIONS
• Answer – Unlawful Detainer – UD-105 (Mandatory)	• Complete and sign the <u>last page</u>.

☐ STEP 2: MAKE COPIES

- Make 2 copies of all the documents in addition to the original.

☐ **STEP 3:
SERVE YOUR
ANSWER**

Service: You must “serve” the first copy of the Answer. • “Service” means that someone, NOT YOU, who is at least 18 years old, must mail a copy of your Answer to the other party in the case or their attorney, if they have one. You can ask a friend, relative, etc. to serve the Answer for you or you can look in the yellow pages and hire a “process server” to mail the papers for you for a fee. • After the papers are mailed, the server (person who mails the Answer) must complete the Proof of Service by First Class Mail – Civil – POS-030.	
FORMS	ACTIONS
• Proof of Service by First Class Mail – Civil – POS-030	• Complete the caption portion of this form. • Have the "server" complete items #2-5 of this form. • The "server" must date, print and sign their name.

☐ **STEP 4:
FILE YOUR
ANSWER**

• Turn in the original and one copy of the <i>Answer</i> and the <i>Proof of Service</i> to the Civil Clerk's Office or via e-file on the court website at www.kern.courts.ca.gov. • If you are NOT asking for a fee waiver, you will pay the filing fee and get filed stamped copies back when you file. • If you are asking for a fee waiver, your file-stamped copies may be returned immediately, OR you may be asked to return in up to 24 hours, OR your file stamped forms may be mailed to you. Please check with the clerk who takes your forms.

☐ **STEP 5:
FOLLOW UP**

• You are not done yet. The Court will have to process your Answer and Fee Waiver, if any. • If you filed a Fee Waiver, you must follow up with the court to see if it was granted, denied or set up for a hearing. If your Fee Waiver is denied, your Answer will not be processed completely. • If your Answer is not filed on time, the Plaintiff might be able to file a default against you and you may lose your case.

**TRIAL
NOTIFICATION**

Once the Answer has been accepted by the Court, the next step would be for either the Plaintiff or the Defendant to file a Request to Set Case for Trial (form UD-150). Once filed, the civil clerk will set the Mandatory Settlement Conference date AND the Trial date and notify you by mail. It is your responsibility to keep the court informed of your current address. If you have issues with your mail or move out or change your address, please file a Notice of Change of Address or Other Contact Information, MC-040.

INTERPRETER

<u>Note:</u> If needed, you may request for interpreter services for your trial hearing at no charge. The court will not provide this resource for you or your witnesses automatically and availability may be limited. It must be requested prior to the trial hearing by filling out and filing a Court Interpreter Services form. Please fill out form INT-300 to request an interpreter and file the form at the time you file your answer.
--

**COURT
REPORTER**

The Court does not provide a Court Reporter in Unlawful Detainer cases. You may, however, hire one from the Court's approved list at your own expense: https://kerncourts.sharepoint.com/:w:/s/www.kern.courts.ca.gov/EZOkqrRH9-RDk6W0vCeIKjUBstUfcTqn5ctXWU6LcoGaXQ?e=
--

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: YOUR NAME AND ANY OTHER DEFENDANT(S) ANSWERING FIRM NAME: STREET ADDRESS: CITY: YOUR CITY, STATE AND ZIP STATE: ZIP CODE: TELEPHONE NO.: YOUR PHONE NUMBER NO.: EMAIL ADDRESS: ATTORNEY FOR (name): IN PRO PER	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF KERN STREET ADDRESS: ADDRESS OF THE COURT WHERE MAILING ADDRESS: YOU WILL FILE YOUR DOCUMENTS CITY AND ZIP CODE: BRANCH NAME:	
PLAINTIFF: PLAINTIFF'S NAME DEFENDANT: DEFENDANT'S NAME	
ANSWER—UNLAWFUL DETAINER	CASE NUMBER: FULL CASE NUMBER

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

YOUR NAME AND ANY OTHER DEFENDANT'S ANSWERING

****IF YOU ARE BEING SUED BY THE WRONG NAME: WRITE YOUR CORRECT NAME, STATE "BEING SUED AS" FOLLOWED BY THE INCORRECT NAME"**

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 is denied.)
 Defendant generally denies each statement of the complaint.

YOU MAY CHOOSE GENERAL DENIAL ONLY IF YOU ARE DENYING ALL STATEMENTS ON THE COMPLAINT (FORM UD-100) AND BEING SUED LESS THAN \$1,000

- b. ☒ ~~Specific Denials~~ (Check this box and complete (1))
 Defendant admits that all the statements of the complaint are true EXCEPT:

Denial of Allegations in Complaint (form UD-100)

- (1) Defendant claims the following statements of the complaint are false or untrue. Explain below or, if more room needed, on form MC-025.

☐ Explanation is on form MC-025, titled as

YOU MAY CHOOSE SPECIFIC DENIALS IF YOU ARE DENYING SPECIFIC/CERTAIN STATEMENTS MADE IN THE COMPLAINT (FORM UD-100) AND/OR YOU ARE BEING SUED FOR MORE THAN \$1,000

- (2) Defendant has no information or belief that the following statement is true. Explain below or, if more room needed, on form MC-025.

☐ Explanation is on form MC-025, titled as Attachment 2

LIST IN THIS SPACE THE PARAGRAPH NUMBER THAT CORRESPONDS WITH THE STATEMENT YOU ARE CLAIMING IS FALSE ON THE FORM UD-100

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.)

CAREFULLY READ THE DEFENSES AND MARK ALL THAT APPLY

- 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.



CAREFULLY READ THE DEFENSES AND MARK ALL THAT APPLY

UD-105

PLAINTIFF: PLAINTIFF'S NAME DEFENDANT: DEFENDANT'S NAME	CASE NUMBER: FULL CASE NUMBER
--	---

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: **PLAINTIFF'S NAME**
 DEFENDANT: **DEFENDANT'S NAME**

CASE NUMBER:
FULL CASE NUMBER

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.

IF YOU HAVE A DEFENSE THAT IS NOT LISTED ON #3a-r, YOU MAY SELECT THIS BOX AND STATE YOUR DEFENSE IN THIS SPACE.

GIVE FACTS WITH DATES THAT SUPPORT THE DEFENSES THAT YOU CHECKED.

ATTACH ANY SUPPORTING DOCUMENTS YOU HAVE AND LABEL THEM AS EXHIBITS.

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.

IF YOU HAVE MOVED OUT OF THE PROPERTY AND RETURNED THE KEYS, YOU MAY SELECT THIS BOX AND STATE THE DATE YOU LEFT THE PROPERTY.

IF YOU THINK THE RENT IS TOO HIGH BECAUSE THERE ARE SERIOUS PROBLEMS WITH THE PROPERTY. CHECK THIS BOX AND EXPLAIN HERE.

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

IF THERE IS ANYTHING ELSE YOU THINK THE COURT SHOULD KNOW, CHECK THIS BOX AND EXPLAIN HERE.

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.

ANY OTHER REQUEST YOU WOULD LIKE TO MAKE, YOU MAY MARK THIS BOX AND STATE YOUR REQUEST IN THIS SPACE

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

PLAINTIFF: **PLAINTIFF'S NAME**
 DEFENDANT: **DEFENDANT'S NAME**

CASE NUMBER:
FULL CASE NUMBER

ANSWER #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.)

PRINT YOUR NAME

(TYPE OR PRINT NAME)

(TYPE OR PRINT NAME)

(TYPE OR PRINT NAME)

SIGN HERE

(SIGNATURE OF DEFENDANT OR ATTORNEY)

(SIGNATURE OF DEFENDANT OR ATTORNEY)

(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: **DATE YOU SIGNED**

PRINT YOUR NAME

(TYPE OR PRINT NAME)

SIGN HERE

(SIGNATURE OF DEFENDANT)

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF DEFENDANT)

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF DEFENDANT)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): YOUR NAME AND ANY OTHER DEFENDANT'S ANSWERING YOUR ADDRESS YOUR CITY, STATE, AND ZIP CODE TELEPHONE NO.: YOUR PHONE NUMBER FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): IN PRO PER	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF KERN STREET ADDRESS: MAILING ADDRESS: ADDRESS OF THE COURT WHERE YOU WILL FILE YOUR DOCUMENTS CITY AND ZIP CODE: BRANCH NAME:	
PETITIONER/PLAINTIFF: PLAINTIFF/S NAME RESPONDENT/DEFENDANT: DEFENDANT/S NAME	
PROOF OF SERVICE BY FIRST-CLASS MAIL - CIVIL	CASE NUMBER: FULL CASE NUMBER

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

- I am over 18 years of age and **not a party to this action**. I am a resident of or employed in the county where the mailing took place.
- My residence or business address is:
THE ADDRESS OF THE PERSON MAILING YOUR ANSWER (AKA SERVER)
- On (date): **DATE OF MAILING** I mailed from (city and state): **CITY/STATE WHERE MAILED FROM**
the following documents (specify):
UD-105 ANSWER -UNLAWFUL DETAINER

☐ The documents are listed in the *Attachment to Proof of Service by First-Class Mail - Civil (Documents Served)* (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.

CHOOSE ONE

5. The envelope was addressed and mailed as follows:
- a. **Name** of person served: **PLAINTIFF/S NAME OR PLAINTIFF/S ATTORNEY AS SHOWN IN COMPLAINT**
- b. **Address** of person served:
PLAINTIFF/S ADDRESS OR PLAINTIFF/S ATTORNEYS ADDRESS AS SHOWN IN COMPLAINT

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

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

Date: **DATE SERVER SIGNED DOCUMENT**

PRINT SERVER NAME
(TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)

SERVER'S SIGNATURE
(SIGNATURE OF PERSON COMPLETING THIS FORM)

**The next few pages are
the forms you will need
to complete**

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: FIRM NAME: STREET ADDRESS: CITY: STATE: ZIP CODE: TELEPHONE NO.: FAX NO.: EMAIL ADDRESS: ATTORNEY FOR (name): IN PRO PER	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF KERN 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.
- 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:
--------------------------	--------------

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:
--------------------------	--------------

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:
--------------------------	--------------

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:

☐ The documents are listed in the *Attachment to Proof of Service by First-Class Mail - Civil (Documents Served)* (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.

5. The envelope was addressed and mailed as follows:

a. **Name** of person served:

b. **Address** of person served:

Date:

(SIGNATURE OF PERSON COMPLETING THIS FORM)

PREPARE TO SETTLE YOUR CASE



At the Mandatory Settlement Conference (MSC), tenant and landlord can resolve the case on terms favorable to both sides, avoiding the time and expense of trial. The MSC will be held before the Housing Settlement Master, who is a neutral person—she will not take sides during the settlement talks. She cannot advocate, or make arguments, for either side. She is there simply to keep both sides on point and engaged in the discussion. You can come to any type of agreement with the other side. You should be flexible, know what your strongest points are, and how much you are willing to accommodate the other side’s demands. In other words, be ready to negotiate. You do not have to agree to the terms suggested by the other side, but if you do not come to an agreement, the case will go to trial.

Things the tenant can request:	Things the landlord can request:
• Masking, or hiding the public record of the eviction, regardless of outcome • No court judgment will be entered now, and landlord will dismiss case with prejudice (landlord cannot refile case) when tenant leaves unit • If landlord claims tenant violated the terms of the settlement, landlord must give tenant advanced written notice and set a hearing to consider the facts before he can start the lockout process • Dismissal of case will be with prejudice—landlord can never refile on same claim • Landlord will waive any back rent or other accrued fees if tenant leaves by a certain date • If court judgment entered now, landlord agrees to later remove judgment once tenant complies with terms of settlement • Landlord will pay relocation expenses • Landlord will return security deposit per California law • Landlord will provide a neutral reference • Each side will pay its own costs / fees	• No masking of court record unless tenant fully complies with terms of settlement • Judgment will be entered immediately, landlord can get the document that starts the lockout process now, but lockout is postponed until a certain date • If tenant violates the terms of the settlement, landlord can get the document that starts the lockout immediately, after filing declaration with the court—no hearing is necessary • Dismissal of the case will be without prejudice—landlord can refile on same claim • Tenant must pay all past-due rent and accrued fees regardless of other factors • Judgment will permanently stand against tenant regardless of other factors • Landlord will not pay relocation expenses • Landlord will keep security deposit • Unit will be left in “clean” condition • If tenant leaves personal property after move-out date, landlord can dispose of it immediately • Tenant agrees to do no further damage to the unit • Tenant will not have contact with tenants in other units

PLEASE KEEP IN MIND: Every case is different—the negotiating points listed above may not be applicable to your case. This flyer is for your information only and is not intended to give legal advice. If you need legal advice about strategy or which options to request, you will need to talk to a lawyer before the MSC.