

**VENTURA SUPERIOR COURT SELF-HELP LEGAL ACCESS CENTER  
(SHLAC)  
ANSWER TO AN UNLAWFUL DETAINER COMPLAINT  
- INSTRUCTIONS-**

**Read ALL steps before you start!**



**You must file your ANSWER within 5 court days from being *personally* served the Unlawful Detainer Complaint.**

**1**

## **FINDING THE CORRECT FORMS**

- **What forms do I need?**
  - ANSWER–UNLAWFUL DETAINER ([UD-105](#))
  - ATTACHMENT(S) ([MC-025](#))
  - REQUEST TO WAIVE COURT FEES ([FW-001](#)) AND ORDER ON FEE WAIVER ([FW-003](#))
  - PROOF OF SERVICE BY FIRST–CLASS MAIL–CIVIL ([POS-030](#))
  - **NOTE:** For non-payment of rent cases, if there is a COVID-19 related emergency rental assistance application pending, you can file *APPLICATION TO PREVENT FORFEITURE DUE TO COVID-19 RENTAL DEBT* ([UD-125](#)) with your Answer to ask the court to stop the lawsuit.
- **Where do I get the forms?**

The SHLAC staff can provide you with the correct forms. E-mail SHLAC at [SHLAC.Workshop@ventura.courts.ca.gov](mailto:SHLAC.Workshop@ventura.courts.ca.gov)

You can also find fillable court forms at [www.courts.ca.gov/forms](http://www.courts.ca.gov/forms).

**2**

## **FILL OUT YOUR ANSWER-(USE A BLUE OR BLACK INK PEN OR TYPE)**

(SEE PAGE 5 FOR INFORMATION ON FILING A DECLARATION OF COVID-19 RELATED FINANCIAL DISTRESS IF YOU HAVE NOT PAID RENT DUE TO YOUR INCOME BEING IMPACTED BY THE COVID-19 PANDEMIC.)

- **Basic Information Needed For All Forms:**

- **Names of Parties**

Plaintiff: The party who filed the *Complaint-Unlawful Detainer* (aka eviction).

Defendant: The party or parties being sued for an eviction and money damages.

All Defendants can file one ANSWER if they all have the same defenses.

In the spaces that ask for Plaintiff, write the Plaintiff's name exactly as it appears on the *Complaint*.

In the spaces that ask for Defendant, write **all** Defendants' names exactly as they appear on the *Complaint*.

All names written on your ANSWER must match the names the Plaintiff listed on the *Complaint-Unlawful Detainer*.

\*If your name is incorrect on the Plaintiff's *Complaint*, in the top box of your ANSWER list your correct name and then write in "ESA" and then the incorrect name. ESA stands for erroneously sued as. For example: *John Doe ESA Jim Doe*



- **Your Address**

After you write your name in the top box, write your mailing address. Use an address where you receive mail! Your trial date and all mail about this case will be sent to the address that you write on your ANSWER.

- **Case Number**

Copy **all** numbers, dashes and letters of the case number in each box that states *CASE NUMBER*.

- **How Do I Defend Against Plaintiff's Claims?**

- Affirmative defenses are your legal reasons why you disagree with the Plaintiff's claims. If you prove your affirmative defense(s) you may be successful against the Plaintiff's claims.
- On section 3 of the Answer, there are affirmative defenses you should read to see if any apply to your case. SHLAC also has optional attachments you can use for additional affirmative defenses.
- You can use attachment (MC-025) to list additional affirmative defenses you want to raise.
- Write supporting facts to each defense you list, including specific dates and, if any, communications between you and the landlord related to your defenses.
- **Any affirmative defenses you want to bring up at trial must be included in your ANSWER.**

- **What can I attach to my ANSWER?**

- Attach relevant proof to your ANSWER. Relevant proof is proof related to the facts of your case.
- You may attach text messages, pictures, other writings, or any other information to help prove your defenses.



### **FEE WAIVER**



The fee to file your Answer is \$225.00 if the Complaint is seeking less than \$10,000.00 in damages. The filing fee of \$225.00 is required **UNLESS** you are eligible for a fee waiver.

If you want to ask the court to waive the filing fee based on your household income or the receipt of government benefits, fill out and file the fee waiver forms.

- Each defendant will need their own *Request to Waive Court Fees* (FW-001) and a prepared *Order on Court Fee Waiver* (FW-003).
- On the fee waiver forms, your information (name, address and phone number) must match what you wrote on your ANSWER. All names and case numbers must be the same on each page.
- *Request to Waive Court Fees* (FW-001)- **Choose only one option from section 5.**
  - Option a.: You qualify for a fee waiver if you receive any of the government benefits listed in option a. Check all benefits you receive. *If you choose option a., leave page 2 blank.*
  - Option b.: If you do not receive any of the listed benefits but your household income is below the amounts listed in option b. Choose option b and only fill out the first column on Page 2 (#s 7, 8 and 9 about your income and household income information);
- Option c.: If you do not qualify under option a or b, you can apply for a discretionary fee waiver. If you choose option c. you must fill out all of page 2. The court will review your income and expense information and decide if your fees will be waived. You will be noticed of the court's decision on your fee waiver by mail.
- *Order on Court Fee Waiver* (FW-003)-fill out your information in section 1, case number and case name. Write your name on the top of page 2 and the case number.



## 4 MAKE COPIES OF THE FORMS

- Your attachments are attached to your ANSWER and will be filed together as one form set. Make two copies of the ANSWER form set.
- The originals and copies must be stapled in the upper left hand corner. The originals must be two-hole punched at the top.

## 5 HAVE THE OTHER PARTY SERVED A COPY OF YOUR FORMS

- **Before you file** your ANSWER with the court, a **copy (not the original)** should be served by mail on the Plaintiff or the Plaintiff's attorney. (If you have time constraints, you can file the Answer before serving.)
- **Who can serve your documents?**
  - An adult (18 years of age or older) who is **NOT you**, and not a party to the case. They must also be a resident or employed in the county where the mailing took place.
- **Service by Mail:** The person who serves your ANSWER (including all attachments) will mail a **COPY** of the ANSWER to the other party.
  - You may complete the *PROOF OF SERVICE BY FIRST-CLASS MAIL-CIVIL* (POS-030) with all the information in the heading (your name, address, phone number, the court's information, the parties' names, and the case number).
  - The person who serves for you must complete the rest of the Proof of Service form and sign the bottom.
- **KEEP** the original *Proof of Service by Mail* that your server fills out.
  - The original *Proof of Service by Mail* is filed with the court.
  - The time limit for having your forms served and filed is **no later than 5 courts days after you were personally served with the Complaint-Unlawful Detainer.**
- Review that your server completed **all** necessary sections of the *PROOF OF SERVICE BY FIRST-CLASS MAIL-CIVIL* (POS-030). If it is not completed correctly, it may be rejected by the clerk.



## 6 FILE YOUR FORMS WITH THE CLERK OF THE COURT

- Filings are accepted by drop box, e-delivery or mail. Filing in person requires a reservation. Reservations can be scheduled at [calendly.com/vcscreservations](https://calendly.com/vcscreservations) (Civil Clerk's Office).
- The forms to be filed with the Clerk **within 5 court days** are: (1) *original and one copy of the ANSWER*; (2) *original and one copy of the Proof of Service by First Class-Mail-Civil* and (3) if you are asking the court to waive your filing fees, the *Request to Waive Court Fees & Order to Waive Court Fees*.

Civil Clerk's Office  
Ventura Superior Court  
800 S. Victoria Avenue  
Ro. 210, 2<sup>nd</sup> Floor  
Ventura, CA 93009





# 7

## TRIAL IS SET

- After the Answer is filed, either party can request trial by completing, serving, and filing a *Request/Counter-Request To Set Case for Trial-Unlawful Detainer* form ([UD-150](#))
- The court sets a trial date within 20 days of request being filed. The court mails a notice of the trial date to the parties at the address listed on their Answer or Complaint.
- Check your mail daily for the trial date!

# 8

## COURT TRIAL

- **Be on Time!**

If you fail to appear, the Plaintiff will win and a Judgment will be entered against you.

- **Be prepared to present your case.**

This is your chance to defend yourself against the Plaintiff's claims. It is your responsibility to present your case to the court.

Bring notes of what you want to say to the court.

Prepare questions to ask the other party and witnesses.

- **How to prepare?**

Prior to your hearing, you may want consult with a private attorney for legal advice and assistance with trial strategy and evidentiary issues.

It may be helpful to you to observe an Unlawful Detainer trial in advance.

The SHLAC cannot tell you how to present your case, your evidence or what you should say in court.

- **What to bring with you?**

- A copy of all your court forms.
- Evidence to support your affirmative defenses including;
  - witnesses
  - pictures
  - letters
  - e-mails
  - telephone messages
  - texts or correspondence
- Make three copies of all documents you want to show the court.
  - 1 copy for the court,
  - 1 copy for the Plaintiff, and
  - 1 copy for you.



- At trial, the judicial officer may either **grant** or **deny** the Plaintiff's request for possession of the property and money damages.

- If the court grants the Plaintiff's requests a Judgment will be ordered against you. Once the Sheriff posts a lockout date, you will have at least 5 days to vacate the property.
- If the court denies the Plaintiff's request the case may be dismissed.





## COVID-19 Eviction Moratoriums and Legislatives Acts

**Ventura County Local Moratoriums** were issued to protect tenants who were financially impacted by COVID-19 from an eviction due to nonpayment of rent. Some cities extend the eviction protections to include “no-fault” evictions. Check the local ordinances to see what protections are in effect for your city.

**COVID-19 Relief: COVID-19 Rental Housing Recovery Act (AB832)** is a statewide law that imposes a temporary moratorium on certain evictions between March 1, 2020 and September 30, 2021. The act applies to **qualifying** residential tenants for failure to pay rent because of financial distress related to COVID-19 and requires “just cause” for an eviction.

**INFORMATION ON FILING DECLARATION OF COVID-19 RELATED FINANCIAL DISTRESS:** If you are served with an Unlawful Detainer Summons based on the non-payment of rent **that became due prior to October 1, 2021** and you did not provide a Declaration of COVID-19-related Financial Distress to your landlord on time, you **MUST** file the Declaration with the Court in the same time that you have to respond to the Summons. The Court will schedule a hearing to determine if your failure to return the declaration to the landlord on time was the result of mistake, inadvertence, surprise, or excusable neglect. If the Judge decides you do not fall under any of these reasons, you will not qualify for protection and you will have to litigate the case. The forms to file the COVID-19 Related Financial Distress with the court are:

*Cover Sheet for Declaration of COVID-19 Related Financial Distress* ([UD-104](#))  
*Attachment – Declaration of COVID-19 Related Financial Distress* ([UD-104a](#))

**NOTE:** Filing these documents does not stop the eviction lawsuit and you will still need to file an Answer to protect yourself from a default.

**The Coronavirus Aid, Relief, and Economic Security (CARES) Act** provides certain protections from eviction and late fees due to nonpayment of rent for most tenants in federally subsidized housing or federally backed mortgages. The provision of the CARES Act requiring 30 day notices for non-payment of rent to tenants is still in effect.

For information, resources, and support visit:

<https://housing.ca.gov/>

[https://www.courts.ca.gov/documents/Tenant\\_Rights\\_and\\_Responsibilities.pdf](https://www.courts.ca.gov/documents/Tenant_Rights_and_Responsibilities.pdf)

<https://landlordtenant.dre.ca.gov/tenant/resources.html>

<https://www.nolo.com/legal-encyclopedia/coronavirus-covid-19-california-eviction-bans-and-tenant-protections.html>

[The eviction process for tenants | CA Courts Self Help](#)

If you need rental assistance due to COVID-19, please visit: [https://housing.ca.gov/covid\\_rr/index.html](https://housing.ca.gov/covid_rr/index.html)



- Form Approved for Optional Use  
Judicial Council of California  
UD-105 [Rev. January 1, 2024]



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



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

#### 4. OTHER STATEMENTS

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

#### 5. DEFENDANT REQUESTS

- a. that plaintiff take nothing requested in the complaint.
- b. costs incurred in this proceeding.
- c. ☐ reasonable attorney fees.



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

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

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

6. Number of pages attached: \_\_\_\_\_

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

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

a. assistant's name:

b. telephone number:

c. street address, city, and zip code:

d. county of registration:

e. registration number:

f. expiration date:

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

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(SIGNATURE OF DEFENDANT OR ATTORNEY)

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(SIGNATURE OF DEFENDANT OR ATTORNEY)

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(SIGNATURE OF DEFENDANT OR ATTORNEY)

#### VERIFICATION

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

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

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(SIGNATURE OF DEFENDANT)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(SIGNATURE OF DEFENDANT)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(SIGNATURE OF DEFENDANT)



**ATTACHMENT  
ANSWER – Unlawful Detainer**

**OWNERSHIP AND STANDING**

☐ Defendant was not notified of the change in ownership which prevented payment of rent. *CC §1962*

☐ Defendant paid rent to former owner before receiving notice of the change of ownership. *CC §1111*

☐ A landlord/tenant relationship does not exist between Plaintiff and Defendant

☐ Plaintiff's claim of title and right to possession is based on a void or voidable instrument

☐ Title to the subject property is in dispute.

☐ Plaintiff is not a real party in interest of the subject premises and/or does not correctly state its authority to sue on behalf of the actual owner. Thus, Plaintiff lacks standing to evict. *CCP §367*

☐ Plaintiff wrongfully brought this action using a business name or failed to register said business name.

☐ Plaintiff is a Corporation, LP, or LLC but did not bring the suit under its legal name.

☐ Plaintiff is a Corporation/LP/LLC that does not have the capacity to bring this action because:

☐ It is not registered with the California Secretary of State. *Revenue and Taxation Code § 23301*

☐ It is suspended as a business entity with the California Secretary of State. *Id.*

☐ Plaintiff is a Corporation/LP/LLC/ or Trust and must be represented by an attorney. *Ziegler v. Nickel, et. al., 64 Cal.App. 4th, 545, 547-549 (1998).*

**Description of Supporting Facts for Ownership and Standing:**

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☐ Additional facts are stated in the attached declaration.



**ATTACHMENT  
ANSWER – Unlawful Detainer**

**DEFECTIVE EVICTION NOTICE**

**The Eviction Notice that is the basis of this action is defective:**

☐ The notice demands more rent than the tenant(s) owed because:

☐ There are/were uninhabitable conditions which reduces the amount of rent owed.

☐ Plaintiff failed to give credit for rent paid and/or repairs Defendant made.

☐ Plaintiff illegally raised the rent. *CCP § 827*.

☐ The notice demanded late fees or other non-rental charges in violation of *CC §1671(d)*.

☐ The past due rent is overstated because the tenant is due an offset for reduction of services to tenant promised under the lease or agreed upon tenant services that Plaintiff failed to pay.

☐ The past due rent is overstated because: \_\_\_\_\_

☐ The notice did not clearly demand possession and/or it is not in the alternative.

☐ The notice did not clearly demand a forfeiture (cancellation) of the rental agreement or lease.

☐ The notice did not adequately describe the property.

☐ Tenant tendered the demanded rent and in a manner Plaintiff directed. Plaintiff cannot now demand additional rent from the tenant. *CC §1476; CCP § 1161.5*.

☐ The notice does not identify an address or telephone number available days of the week or hours where the rent can be paid or natural person for whom to pay. *CCP § 1161*.

☐ Plaintiff served the notice before the rent was due or during the late fee period.

☐ Notice did not give Defendant 15 days to pay the rent because:

☐ The notice cannot expire on or include Saturdays, Sundays or Court holidays. *CCP §12a/AB 2343*.

☐ The notice cannot expire on the same day it was served. *CCP § 1161*.

☐ Plaintiff only accepts rent on certain days but counted days it was unavailable to accept rent.

☐ The notice does not contain a statement about reclaiming abandoned personal property. *CC § 1946.1(h)*.



**ATTACHMENT  
ANSWER – Unlawful Detainer**

- ☐ The notice was based on a breach of covenant but did not specify what tenant must do to cure the breach and/or did not give tenant \_\_\_\_\_ days to cure the breach. *CCP § 1161(3)*.
- ☐ The notice was based on a breach of covenant/nuisance but failed to specifically describe act(s). *CCP § 1161*.
- ☐ Notice is based on a breach of covenant or nuisance but it is trivial or non-material.
- ☐ Facts stated in the notice regarding the breach and/or nuisance are untrue.
- ☐ The notice was not served on the tenant.
- ☐ Tenant was served a different notice from the one attached to the complaint. *CCP § 1166(d)(1)(A)*.
- ☐ The notice was not served as (or on the date as) Plaintiff alleges in the complaint. *CCP § 1166(a)(5)*.
- ☐ The notice was not served properly per *CCP § 1162*:
- ☐ It was posted on the door and not mailed and/or mailed and not posted.
- ☐ It was served on a minor at the property.
- ☐ It was given to an adult other than the defendant and not also mailed to the defendant.
- ☐ Defendant was unable to contact Plaintiff within the notice period due to Plaintiff's action and/or failure to act and was therefore prevented from paying the demanded rent. *CC § 1511*.

**DEFECTIVE COMPLAINT**

**The Unlawful Detainer Complaint is defective because:**

- ☐ The complaint was not verified, or improperly verified. *CCP § 1166*.
- ☐ The complaint was filed before the expiration of the notice period:
- ☐ The notice was served on \_\_\_\_\_ and so did not expire until the \_\_\_\_\_.
- ☐ The notice was not served at all or was not properly served.
- ☐ The notice was not attached to the complaint as required by *CCP § 1166(d)(1)(A)*.
- ☐ This unlawful detainer is based on a cause of action other than nonpayment of rent. Plaintiff failed to attach the rental agreement to the complaint. *CCP § 1166(d)(1)(B)*.



**ATTACHMENT  
ANSWER – Unlawful Detainer**

☐ The complaint fails to state a cause of action for an unlawful detainer because Plaintiff did not complete the necessary information in paragraphs\_\_\_\_\_. *CCP § 1166.*

**Description of Supporting Facts for Defective Notice and/or Defective Complaint:**

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☐ Additional facts are stated in the attached declaration.



**ATTACHMENT  
ANSWER – Unlawful Detainer**

**RETALIATION**

☐ Plaintiff may not recover possession to retaliate against the tenant within 180 days of:

☐ Tenant complaining to a governmental agency or agencies concerning tenantability. *CC §1942.5*

☐ Tenant complained to the Plaintiff or Plaintiff's agent concerning tenantability. *CC §1942.5*

☐ For otherwise asserting tenant's rights. *CC §1942.5*

☐ Plaintiff demanded that Defendant disclose his/her immigration status in violation of *CC §1940.3(b)*.

☐ Tenant is a victim of domestic violence and Plaintiff is evicting tenant in violation of *CCP §1161.3*.

**DISCRIMINATION**

☐ Plaintiff is discriminating against the tenant in violation of the Constitution and laws of the United States and/or State and local laws on the basis of:

☐ Race

☐ Family Status

☐ Gender

☐ Source of Income

☐ National Origin

☐ Disability

☐ Age

☐ Presence of children in the household

☐ Religion

☐ Sexual Orientation

☐ Other

**DISCRIMINATION – FAILURE TO PROVIDE REASONABLE ACCOMMODATION**

☐ Defendant is a qualified tenant with a disability. Defendant asserts that Plaintiff(s) were at all times aware of tenant's disabilities. Accommodation is necessary to afford Defendant equal opportunity to use and enjoy its home. Tenant requested but Plaintiff failed to provide a reasonable accommodation. *Fair Housing Act 42 U.S.C. §3604, California Fair Employment & Housing Act Cal. Gov. Code §12900 et. seq. Rehabilitation Act §504 of 1973. 42 U.S.C. §12104 seq. (Americans with Disabilities Act).*



**ATTACHMENT  
ANSWER – Unlawful Detainer**

**Description of Supporting Facts for Retaliation and Discrimination:**

[illegible]

☐ Additional facts are stated in the attached declaration.



**ATTACHMENT  
ANSWER – Unlawful Detainer**

**BREACH OF WARRANTY OF HABITABILITY**

☐ The amount of rent demanded in the notice and/or the daily rental value demanded in the complaint is excessive because Plaintiff has failed to provide a habitable premises as required by Civil Code §1941.1 and/or Health and Safety Code §17920.3(a), of which Plaintiff had actual notice and/or constructive notice and which are listed by example and not limitation.

☐ Damp/leaking ceilings/walls

☐ Defective/inadequate gas service

☐ Missing, broken smoke detectors

☐ Inadequate trash collection/receptacles

☐ Falling plaster/peeling paint

☐ Missing/broken windows/doors

☐ Infestation of

☐ Inadequate security locks

roaches/rodents/vermin/insects

☐ Defective/leaking plumbing

☐ Lack of/inadequate heat

☐ Defective electrical wiring

☐ Unsafe railings/stairways

☐ Mold

☐ Lack of/inadequate hot water

☐ Lead Hazards

☐ Common areas unclean

☐ Other:

☐ The conditions above have existed and have not been repaired for 60 days after notice from a government agency inspector, creating a presumption that Plaintiff breached the warranty of habitability. *CC § 1942.3*

☐ Plaintiff may not increase, demand or collect rent when uninhabitable conditions exist(ed) and have not been repaired/abated within 35 days after written notice from a public officer or employee to repair or abate them. *CC § 1942.4*

☐ The dwelling/unit contains serious health, safety, fire or building code violations for which a citation was issued by a government agency and has not been abated for 6 months or longer. *CC§ 1954.52*



**ANSWER – Unlawful Detainer**

## REPAIR AND DEDUCT

☐ Tenant's rent includes charges for light, heat, water or power not separately stated. Tenant made a utility payment and was allowed to deduct the payment from the rent. *Public Utilities Code §§10009-10009.1, §§16481-16481.1, and §§ 12822-128221.1; CC§1942.2.*

**Description of Supporting Facts for Breach of Warranty of Habitability and Repair and Deduct:**

[illegible]

☐ Additional facts are stated in the attached declaration.



**ATTACHMENT**

**ANSWER – Unlawful Detainer**

**ESTOPPEL**

☐ Plaintiff was aware of the facts regarding defendant's purported breach and acted so as to lull Defendant into believing that the alleged breach was acceptable to Plaintiff. Defendant reasonably relied on Plaintiff's acts and failure to act to the detriment of Defendant and Defendant was ignorant of Plaintiff's true intentions.

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

☐ Plaintiff and Defendant(s) entered into a written agreement that the rent demanded in the notice could be paid at a later date, upon which defendant(s) detrimentally relied.

☐ Plaintiff has waived the alleged breach and is estopped from prosecuting this action because the Defendant(s) has paid rent and detrimentally relied on the waiver

**WAIVER**

☐ Plaintiff, with full knowledge of the Defendant's alleged breach and the facts surrounding said breach, intentionally waived and relinquished the right to declare a breach or forfeiture of the tenancy.

☐ Within the notice period, Defendant timely tendered the full amount of the rent demanded to the Plaintiff, and said tender was accepted by the Plaintiff.

☐ Plaintiff accepted rent after the notice expired. Lessor has therefore waived the breach and the notice and has created a new tenancy. *CCP §1161.5*

☐ The rental agreement states rent is due the of each month. However, each month, Defendant has paid on the \_\_\_\_th of the month. The parties have therefore modified the agreement and Plaintiff's nonpayment notice is premature.



**ATTACHMENT**

**ANSWER – Unlawful Detainer**

☐ Plaintiff has accepted rent with actual and/or constructive knowledge of the alleged of breach.

As a result, Plaintiff has waived the alleged breach. *CCP §1161.5*

☐ Within the notice period, tenant timely tendered the full amount of rent demanded, but said tender was refused. The tender extinguished tenant's obligation to pay rent. *CC§1485*

**Description of Supporting Facts for Estoppel and Waiver:**

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☐ Additional facts are stated in the attached declaration.

**MISCELLANEOUS**

☐ Plaintiff cannot demand that the rent be paid ONLY in cash or via electronic transfer or declined to accept payment from a third party without cause. *CC §1947.3*



**ATTACHMENT**

**ANSWER – Unlawful Detainer**

☐ Defendant has paid rent and/or provided Plaintiff valuable nonmonetary consideration or other services in lieu of rent to establish a tenancy beyond a tenancy at will. *CCP §789*

☐ The parties negotiated the written lease agreement in a language other than English. However the written contract is in English, in violation of *Civil Code §1632 et.seq.*

☐ Defendants have filed for bankruptcy, Case No. \_\_\_\_\_. Therefore, Plaintiff cannot commence an unlawful detainer action against Defendant(s) or take further steps to prosecute. *11 USC §362(a)(1), (2), (3).*

☐ Defendant is on active military duty and subject to the protections of the *Service Members Civil Relief Act (SCRA) 50 U.S.C. § 521 et. seq.*

☐ Plaintiff is barred from recovery against defendant by reason of the doctrine of laches and undue delay in giving notice to defendant of the matters alleged in the complaint and in commencing this litigation.

☐ The Landlord has violated the Implied Covenant of Good Faith and Fair Dealing

☐ The Landlord has violated the Implied Covenant of Quiet Enjoyment. *CC §1927*

**OTHER**

☐

**COVID-19 RELATED FEDERAL, STATE AND LOCAL EVICTION LAWS**

☐ **Description of Supporting Facts for Plaintiff's violation of the Centers for Disease Control and Prevention's Order for Temporary Halt in Evictions to Prevent Further Spread of COVID-19 (85 Federal Register 55292):**



ATTACHMENT

ANSWER – Unlawful Detainer

☐ **Description of Supporting Facts for Plaintiff’s violation of the Federal CARES ACT (15 U.S.C. § 9057 and 15 U.S.C. § 9058(c).):**

☐ **Description of Supporting Facts for Plaintiff’s violation of the COVID-19 Tenant Relief Act of 2020 (CCP § 1179.01 et seq.):**

☐ **Description of Supporting Facts for Plaintiff’s violation of a local COVID-19-related ordinance or order:**

☐ Additional facts are stated in the attached declaration.

**TENANT PROTECTION ACT OF 2019 (TPA) (Civ. Code § § 1946.2, 1947.12, 1947.13)**

**These premises are subject to the *Tenant Protection Act of 2019 (including Civil Code §1946.2).***

☐ Plaintiff does not state in the notice of termination an “**at-fault** just cause” reason for the eviction under the TPA. *CCP § 1946.2 (b)(1).*



**ATTACHMENT**

**ANSWER – Unlawful Detainer**

☐ Plaintiff does not state in the notice of termination a “**no-fault** just cause” for the eviction under the TPA. *CCP § 1946.2(b)(2)*.

☐ Plaintiff is evicting for a “no fault” reason for eviction and the notice to terminate tenancy does not comply with the requirements of *Civil Code § 1946.2(d)*.

☐ Plaintiff has failed to pay relocation assistance in the manner required by *Civil Code § 1946.2(d)*.

☐ Plaintiff allegedly seeks possession in order to “substantially remodel” the premises without meeting the requirements of *Civil Code § 1946.2(b)(2)(D)*.

☐ The alleged breach under which Plaintiff seeks possession is a curable rental agreement violation and Plaintiff has not served tenant with the prerequisite first written notice of the violation with a 3-Business Day opportunity to cure the violation. *CCP § 1946.2(c)*.

☐ Plaintiff did not serve a secondary 3-day notice to quit without an opportunity to cure. *CCP § 1946.2(c)*.

☐ The alleged breach under which Plaintiff seeks possession is not a material term of the rental agreement. *Civil Code § 1946.2(b)(1)(B)*.

☐ Plaintiff has failed to comply with the notice requirements of *Civil Code § 1946.2(f)*.

☐ The rent demanded exceeds the legal amount that can be demanded because Plaintiff increased the amount more than twice within a 12 month period. *Civil Code § 1947.12(a)(2)*.

☐ The rent demanded exceeds the legal amount that can be demanded because Plaintiff increased the rent after March 15, 2019 but did not rollback the rental rent to a permissible amount on January 1, 2020. *Civil Code. § 1947.12(h)*.

☐ Plaintiff claims the premises are exempt from rent control requirements but has not complied with the requirements of *Civil Code § 1947.12(d)(5)(B)*.



**ATTACHMENT**

**ANSWER – Unlawful Detainer**

☐ The rental agreement or renewal of the rental agreement was entered into after June 30, 2020 and the Plaintiff allegedly seeks possession for use and occupancy by the owner, their spouse, domestic partner, children, grandchildren, parents or grandparents; but Tenant has not agreed in writing to the termination of tenancy and/or the rental agreement does not provide for this. *Civil Code § 1946.2(b)(2)(A)(ii)*.

☐ Plaintiff failed to provide written notice to the tenant or add a similar addendum to the lease or rental agreement notifying the tenant that their unit is subject to the requirements of the TPA. *CCP § 1946.2(f)(3)*.

**Description of Supporting Facts for the TPA:**

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☐ Additional facts are stated in the attached declaration.



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:
3. On *(date)*: I mailed from *(city and state)*:  
the following **documents** *(specify)*:

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)



## INFORMATION SHEET FOR PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL

(This information sheet is not part of the Proof of Service and does not need to be copied, served, or filed.)

**NOTE:** This form should **not** be used for proof of service of a summons and complaint. For that purpose, use *Proof of Service of Summons* (form POS-010).

Use these instructions to complete the *Proof of Service by First-Class Mail—Civil* (form POS-030).

A person over 18 years of age must serve the documents. There are two main ways to serve documents:

(1) by personal delivery and (2) by mail. Certain documents must be personally served. You must determine whether personal service is required for a document. Use the *Proof of Personal Service—Civil* (form POS-020) if the documents were personally served.

The person who served the documents by mail must complete a proof of service form for the documents served. **You cannot serve documents if you are a party to the action.**

### INSTRUCTIONS FOR THE PERSON WHO SERVED THE DOCUMENTS

The proof of service should be printed or typed. If you have Internet access, a fillable version of the Proof of Service form is available at [www.courtinfo.ca.gov/forms](http://www.courtinfo.ca.gov/forms).

*Complete the top section of the proof of service form as follows:*

First box, left side: In this box print the name, address, and telephone number of the person for whom you served the documents.

Second box, left side: Print the name of the county in which the legal action is filed and the court's address in this box. The address for the court should be the same as on the documents that you served.

Third box, left side: Print the names of the Petitioner/Plaintiff and Respondent/Defendant in this box. Use the same names as are on the documents that you served.

First box, top of form, right side: Leave this box blank for the court's use.

Second box, right side: Print the case number in this box. The case number should be the same as the case number on the documents that you served.

*Complete items 1–5 as follows:*

1. You are stating that you are over the age of 18 and that you are not a party to this action. You are also stating that you either live in or are employed in the county where the mailing took place.
2. Print your home or business address.
3. Provide the date and place of the mailing and list the name of each document that you mailed. If you need more space to list the documents, check the box in item 3, complete the *Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)* (form POS-030(D)), and attach it to form POS-030.
4. For item 4:  
Check box a if you personally put the documents in the regular U.S. mail.  
Check box b if you put the documents in the mail at your place of business.
5. Provide the name and address of each person to whom you mailed the documents. If you mailed the documents to more than one person, check the box in item 5, complete the *Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)* (form POS-030(P)), and attach it to form POS-030.

**At the bottom, fill in the date on which you signed the form, print your name, and sign the form. By signing, you are stating under penalty of perjury that all the information you have provided on form POS-030 is true and correct.**