

**CENTRO DE ORIENTACIÓN Y AYUDA LEGAL DEL TRIBUNAL SUPERIOR DE VENTURA
(SHLAC)
RESPUESTA A UNA DEMANDA POR RETENCIÓN ILÍCITA
- INSTRUCCIONES-**



¡Lea TODOS los pasos antes de empezar!

Debe presentar su RESPUESTA en un plazo de 5 días judiciales a partir de ser notificado *personalmente* de la Demanda de Retención Ilícita.

1

ENCONTRAR LOS FORMULARIOS ADECUADOS

- **¿Qué formularios necesito?**

- RESPUESTA–RETENCIÓN ILÍCITA ([UD-105](#))
- ADJUNTO(S) ([MC-025](#))
- EXENCIÓN DE CUOTAS DE LA CORTE ([FW-001](#)) Y ORDEN SOBRE LA EXENCIÓN DE CUOTAS DE LA CORTE ([FW-003](#))
- PRUEBA DE ENTREGA POR CORREO DE PRIMERA CLASE–CIVIL ([POS-030](#))

- **¿Dónde obtengo los formularios?**

El personal del SHLAC puede proporcionarle los formularios correctos. Envíe un correo electrónico a SHLAC.Workshop@ventura.courts.ca.gov

También puede encontrar formularios judiciales electrónicos en www.courts.ca.gov/forms.

2

LLENE SU RESPUESTA- (USE TINTA AZUL O NEGRA O ESCRIBA A MÁQUINA)
(CONSULTE LA PÁGINA 5 PARA OBTENER INFORMACIÓN SOBRE CÓMO PRESENTAR UNA DECLARACIÓN DE DIFICULTADES FINANCIERAS RELACIONADAS CON EL COVID-19 SI NO HA PAGADO EL ALQUILER DEBIDO A QUE SUS INGRESOS SE VIERON AFECTADOS POR LA PANDEMIA DEL COVID-19).

- **Información básica necesaria para todos los formularios:**

- **Nombres de las Partes**

Demandante: La parte que presentó la *Demanda-Retencción Ilícita* (también conocido como desalojo).

Demandado: La parte o las partes demandadas por un desalojo y daños monetarios.

Todos los demandados pueden presentar una RESPUESTA si todos tienen las mismas defensas.

En los espacios que piden el nombre del Demandante, escriba el nombre del Demandante exactamente como aparece en la *Demanda*.

En los espacios que piden el nombre del Demandado, escriba **todos** los nombres de los demandados exactamente como aparecen en la *Demanda*.

Todos los nombres escritos en su RESPUESTA deben coincidir con los nombres que el Demandante enumeró en la *Demanda- Retención Ilícita*.

*Si su nombre está incorrecto en la *Demanda* del Demandante, en el cuadro superior de su RESPUESTA escriba su nombre correcto y luego escriba en "ESA" y luego el nombre incorrecto. ESA (erroneously sued as, por sus siglas en inglés) significa erróneamente demandado como. Por ejemplo: *Fulano de Tal ESA Zutano de Tal*

- **Su dirección**

Después de escribir su nombre en el cuadro superior, escriba su dirección postal. ¡Use una dirección donde reciba correo! Su fecha para el juicio y todo el correo sobre este caso se enviarán a la dirección que escriba en su RESPUESTA.

- **Número de caso**

Copie **todos** los números, guiones y letras del número de caso en cada cuadro que indique *NÚMERO DE CASO*.

- **¿Cómo me defiendo de las reclamaciones del demandante?**

- Las defensas afirmativas son sus razones legales por las que no está de acuerdo con las reclamaciones del Demandante. Si usted comprueba sus defensas afirmativas puede tener éxito contra las reclamaciones del Demandante.
- En la sección 3 de la Respuesta, hay defensas afirmativas que debe leer para ver si alguna se aplica a su caso. SHLAC también tiene documentos adjuntos opcionales que puede usar para defensas afirmativas adicionales.
- Puede usar el documento adjunto (MC-025) para enumerar las defensas afirmativas adicionales que desea plantear.
- Escriba datos que respalden cada defensa que enumere, incluidas fechas específicas y, si las hubiera, comunicaciones entre usted y el propietario relacionadas con sus defensas.
- **Cualquier defensa afirmativa que desee presentar en el juicio debe incluirse en su RESPUESTA.**

- **¿Qué puedo adjuntar a mi RESPUESTA?**

- Adjunte las pruebas pertinentes a su RESPUESTA. Las pruebas pertinentes son pruebas relacionadas con los hechos de su caso.
- Puede adjuntar mensajes de texto, imágenes, otros escritos o cualquier otra información para ayudar a comprobar sus defensas.



3

EXENCIÓN DE CUOTAS

La cuota para presentar su respuesta es de \$225.00 si la Demanda está buscando menos de \$10,000.00 en daños y perjuicios. La cuota para presentar su respuesta de \$225.00 se requiere A MENOS que usted reúna los requisitos para una exención de cuotas.

Si desea pedirle al juez que le exima de la cuota en base a su ingreso familiar o por recibir beneficios del gobierno, llene y presente los formularios de exención de cuotas.

- Cada demandado necesitará su propia *Solicitud de exención de cuotas de la corte* (FW-001) y una *Orden de la exención de cuotas de la corte* (FW-003).
- En los formularios de exención de cuotas, su información (nombre, dirección y número de teléfono) debe coincidir con lo que escribió en su RESPUESTA. Todos los nombres y números de caso deben ser los mismos en cada página.
- *Solicitud de exención de cuotas de la corte*, (FW-001)- **Elija una sola opción de la sección 5.**

- **Opción a.:** Usted califica para una exención de cuotas si recibe cualquiera de los beneficios del gobierno enumerados en la opción a. Elija todos los beneficios que recibe. *Si elige la opción a., deje la página 2 en blanco.*
- **Opción b.:** Si usted no recibe ninguno de los beneficios enumerados, pero su ingreso familiar está por debajo de las cantidades enumeradas en la opción b. Elija la opción b y rellene únicamente la primera columna en la Página 2 (#s 7, 8 y 9 sobre su información de ingresos e ingresos familiares);
- **Opción c.:** Si no califica bajo la opción a o b, puede solicitar una exención de cuotas discrecional. Si elige la opción c. debe llenar toda la página 2. El juez revisará su información de ingresos y gastos y decidirá si las cuotas serán eximidas. Se le notificará por correo de la decisión del juez sobre su exención de cuotas.
- *Orden sobre la exención de cuotas de la corte (FW-003) llene su información en la sección 1, número de caso y nombre del caso. Escriba su nombre en la parte superior de la página 2 y el número de caso.*

4 HAGA COPIAS DE LOS FORMULARIOS

- Sus documentos están adjuntos a su RESPUESTA y se archivarán como un conjunto de formularios. Haga dos copias del conjunto de formularios de la RESPUESTA.
- Los originales y copias deben estar grapados en la esquina superior izquierda. Los originales deben ser perforados con dos hoyos en la parte superior.

5 ENTREGUE JUDICIALMENTE UNA COPIA DE SUS FORMULARIOS A LA OTRA PARTE

- **Antes de presentar** su RESPUESTA en el tribunal, **una copia (no la original)** debe ser entregada judicialmente por correo al Demandante o el abogado del Demandante. (Si tiene restricciones de tiempo, puede presentar la respuesta antes de entregarla judicialmente.)
- **¿Quién puede entregar judicialmente sus documentos?**
 - Un adulto (18 años o mayor) que **NO sea usted**, y no es parte del caso. También deben ser residentes o estar empleados en el condado donde se realizó el envío por correo.
- **Entrega por correo:** La persona que entrega judicialmente su RESPUESTA (incluidos todos los documentos adjuntos) enviará por correo una **COPIA** de la RESPUESTA a la otra parte.
 - Puede completar la *PRUEBA DE ENTREGA POR CORREO DE PRIMERA CLASE-CIVIL* (POS-030) con toda la información en el encabezado (su nombre, dirección, número de teléfono, la información del tribunal, los nombres de las partes y el número de caso).
 - La persona que hace la entrega judicial por usted debe completar el resto del formulario de Prueba de Entrega y firmar la parte inferior.
- **GUARDE** la *Prueba de entrega por correo* original que completo la persona que hizo la entrega judicial.
 - *La Prueba de entrega por correo* original se archiva en el tribunal.



- El plazo de tiempo para que se entreguen y presenten sus formularios es **a más tardar 5 días judiciales después de que se le notificó personalmente de la *Demanda-Retención ilícita***.
- Revise que la persona que hizo la entrega judicial completó **todas** las secciones necesarias del PRUEBA DE ENTREGA POR CORREO DE PRIMERA CLASE- CIVIL (POS-030). Si no se completa correctamente, puede ser rechazado por el secretario.

6 PRESENTE SUS FORMULARIOS CON LA OFICINA ADMINISTRATIVA DEL TRIBUNAL

- Puede presentar sus documentos por buzón, entrega electrónica o correo. Se requiere una cita para presentar sus documentos en persona. Las citas se pueden programar en calendly.com/vcscreservations (Oficina Administrativa Civil).
- Los formularios que deben presentarse ante la oficina administrativa dentro de **un plazo de 5 días judiciales** son: (1) *original y una copia de la RESPUESTA*; (2) *original y una copia de la Prueba de entrega por correo de primera clase-Civil* y (3) si usted está pidiendo una exención de cuotas judiciales, *la Solicitud de exención de cuotas de la corte, y Orden sobre la exención de cuotas de la corte*.

Oficina Administrativa Civil
Tribunal Superior de Ventura
800 S. Victoria Avenue
Sala 210, 2º piso
Ventura, CA 93009



7 SE ESTABLECE EL JUICIO

- Después de que se presente la Respuesta, cualquiera de las partes puede solicitar el juicio al completar, entregar y presentar el formulario para *la Petición/Contrapetición para llevar el caso a juicio – Retención ilícita* ([UD-150](#))
- El juez programa una fecha de juicio dentro de un plazo de 20 días posteriores a cuando se presentó la solicitud. El tribunal envía un aviso con la fecha del juicio a las partes a la dirección que aparece en su Respuesta o Demanda.
- ¡Revise su correo todos los días para saber la fecha del juicio!

8 JUICIO JUDICIAL

- **¡Llegue a tiempo!**
Si no comparece, el Demandante ganará y se dictará una sentencia en su contra.
- **Venga preparado para presentar su caso.**
Esta es su oportunidad para defenderse de las reclamaciones del Demandante. Es su responsabilidad presentar su caso ante el tribunal.
Traiga notas de lo que quiere decirle al juez.
Prepare preguntas para hacerle a la otra parte y a los testigos.

- **¿Cómo prepararse?**

Antes de su audiencia, es posible que desee consultar con un abogado privado para obtener asesoramiento legal y asistencia con la estrategia del juicio y asuntos probatorios.

Puede serle útil observar con anticipación un juicio de retención ilícita.

El SHLAC no puede decirle cómo presentar su caso, sus pruebas o lo que debe decir en el tribunal.

- **¿Qué traer con usted?**

- Una copia de todos sus formularios judiciales.
- Evidencia para apoyar sus defensas afirmativas incluyendo;
 - testigos
 - fotos
 - cartas
 - correos electrónicos
 - mensajes telefónicos
 - textos o correspondencia
- Haga tres copias de todos los documentos que desea mostrarle al juez.
 - 1 copia para el juez,
 - 1 copia para el Demandante, y
 - 1 copia para usted.



- En el juicio, el funcionario judicial puede **conceder** o **denegar** la solicitud del Demandante de posesión de la propiedad y daños monetarios.
 - Si el juez concede a la solicitud del Demandante, se ordenará una sentencia en su contra. Una vez que el Sheriff publique una fecha de cierre, tendrá al menos 5 días para desalojar la propiedad.
 - Si el Juez deniega la solicitud del Demandante, el caso puede ser desestimado.



COVID-19 Leyes de Moratorias y Legislativas de Desalojo

Se emitieron **moratorias locales del condado de Ventura** para proteger a los inquilinos que fueron afectados financieramente por el COVID-19 de un desalojo debido a la falta de pago de alquiler. Algunas ciudades amplían las protecciones contra los desalojos para incluir desalojos "sin culpa". Revise las ordenanzas locales para ver qué protecciones están en vigor para su ciudad.

Ayuda COVID-19: La asistencia de arrendamiento y alquiler federal (SB91) es una ley estatal que impone una moratoria temporal sobre ciertos desalojos entre el 1 de marzo del 2020 y el 30 de junio del 2021. La ley se aplica a los inquilinos residenciales que **califiquen** por no pagar el alquiler debido a problemas financieros relacionados con el COVID-19 y requiere "causa justa" para un desalojo.

INFORMACIÓN PARA PRESENTAR UNA DECLARACIÓN DE DIFICULTADES FINANCIERAS RELACIONADAS CON EL COVID-19: Si recibe un citatorio por retención ilícita basada en la falta de pago de la renta y no proporcionó una Declaración de Dificultad Financiera relacionada con el COVID-19 a su arrendador a tiempo, usted **DEBE** presentar la Declaración ante el Tribunal al mismo tiempo que tenga que responder al citatorio. El juez programará una audiencia para determinar si el hecho de que no devolviera la declaración al propietario a tiempo fue el resultado de un error, inadvertencia, sorpresa o negligencia excusable. Si el juez decide que usted no se encuentra bajo ninguna de estas razones, usted no calificará para la protección y tendrá que presentar una Respuesta y litigar el caso.

La Moratoria de los CDC fue emitida por los Centros para el Control y la Prevención de Enfermedades (CDC, por sus siglas en inglés) para detener temporalmente ciertos desalojos residenciales por falta de pago del alquiler. Para calificar para la protección, deberá cumplir con ciertos requisitos de elegibilidad y presentar una Declaración de Protección contra Desalojos a su arrendador. Puede encontrar la Declaración de Protección contra Desalojos aquí https://www.cdc.gov/coronavirus/2019-ncov/downloads/evictiondeclare_d508.pdf

La Ley de Ayuda, Alivio y Seguridad Económica por el Coronavirus (CARES, por sus siglas en inglés) proporciona ciertas protecciones contra el desalojo y los cargos por demora debido a la falta de pago del alquiler para la mayoría de los inquilinos en viviendas con subsidio federal o hipotecas respaldadas por el gobierno federal. La disposición de la Ley CARES que requiere notificación de 30 días por falta de pago del alquiler a los inquilinos todavía está en vigor.

Para obtener información, recursos y asistencia, visite:

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

<https://www.courts.ca.gov/documents/tenant-checklist.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>

<https://www.courts.ca.gov/selfhelp-eviction.htm>

Si necesita asistencia de alquiler debido a COVID-19, visite: https://housing.ca.gov/covid_rr/index.html

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

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

answers the complaint as follows:

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

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

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

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

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

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

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

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

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

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

(b) Defendant claims the statements in the **Verification required for issuance of summons—residential**, item 3 of plaintiff's *Mandatory Cover Sheet and Supplemental Allegations* (form UD-101), are false.

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

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2. b. (2) (d) Defendant has no information or belief that the following statements on the *Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101) are true, so defendant denies them (*state paragraph numbers from form UD-101 or explain below or, if more room needed, on form MC-025*):
- Explanation is on form MC-025, titled as Attachment 2b(2)(d).
3. **DEFENSES AND OBJECTIONS** (*NOTE: For each box checked, you must state brief facts to support it in item 3w (on page 4) or, if more room is needed, on form MC-025. You can learn more about defenses and objections at www.courts.ca.gov/selfhelp-eviction.htm.)*)
- a. (*Nonpayment of rent only*) Plaintiff has breached the warranty to provide habitable premises.
- b. (*Nonpayment of rent only*) Defendant made needed repairs and properly deducted the cost from the rent, and plaintiff did not give proper credit.
- c. (*Nonpayment of rent only*) On (*date*): _____ before the notice to pay or quit expired, defendant offered the rent due but plaintiff would not accept it.
- d. Plaintiff waived, changed, or canceled the notice to quit.
- e. Plaintiff served defendant with the notice to quit or filed the complaint to retaliate against defendant.
- f. By serving defendant with the notice to quit or filing the complaint, plaintiff is arbitrarily discriminating against the defendant in violation of the Constitution or the laws of the United States or California.
- g. Plaintiff's demand for possession violates the local rent control or eviction control ordinance of (*city or county, title of ordinance, and date of passage*):
(*Also, briefly state in item 3w the facts showing violation of the ordinance.*)
- h. Plaintiff's demand for possession is subject to the Tenant Protection Act of 2019, Civil Code section 1946.2 or 1947.12, and is not in compliance with the act. (*Check all that apply and briefly state in item 3w 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.
- i. Plaintiff accepted rent from defendant to cover a period of time after the date the notice to quit expired.
- j. Plaintiff seeks to evict defendant based on an act against defendant or a member of defendant's household that constitutes domestic violence, sexual assault, stalking, human trafficking, or abuse of an elder or a dependent adult. (*This defense requires one of the following: (1) a temporary restraining order, protective order, or police report that is not more than 180 days old; OR (2) a signed statement from a qualified third party (e.g., a doctor, domestic violence or sexual assault counselor, human trafficking caseworker, or psychologist) concerning the injuries or abuse resulting from these acts.*)
- k. Plaintiff seeks to evict defendant based on defendant or another person calling the police or emergency assistance (e.g., ambulance) by or on behalf of a victim of abuse, a victim of crime, or an individual in an emergency when defendant or the other person believed that assistance was necessary.
- l. Plaintiff's demand for possession of a residential property is in retaliation for nonpayment of rent or other financial obligations due between March 1, 2020, and September 30, 2021, even though alleged to be based on other reasons. (Civ. Code, § 1942.5(d); Gov. Code, § 12955.)
- m. Plaintiff's demand for possession of a residential property is based on nonpayment of rent or other financial obligations due between March 1, 2020, and September 30, 2021, and (*check all that apply*):
- (1) Plaintiff did not serve the general notice or notices of rights under the COVID-19 Tenant Relief Act as required by Code of Civil Procedure section 1179.04.
- (2) Plaintiff did not serve the required 15-day notice. (Code Civ. Proc., § 1179.03(b) or (c).)

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3. m. (3) Plaintiff did not provide an unsigned declaration of COVID-19–related financial distress with the 15-day notice. (Code Civ. Proc., § 1179.03(d).)
- (4) Plaintiff did not provide an unsigned declaration of COVID-19–related financial distress in the language in which the landlord was required to provide a translation of the rental agreement. (Code Civ. Proc., § 1179.03(d).)
- (5) Plaintiff identified defendant as a “high-income tenant” in the 15-day notice, but plaintiff did not possess proof at the time the notice was served establishing that defendant met the definition of high-income tenant. (Code Civ. Proc., § 1179.02.5(b).)
- (6) Defendant delivered to plaintiff one or more declarations of COVID-19–related financial distress and, if required as a “high-income tenant,” documentation in support. (Code Civ. Proc., §§ 1179.03(f) and 1179.02.5.)
(Describe when and how delivered and check all other items below that apply):
- (a) Plaintiff's demand for payment includes late fees on rent or other financial obligations due between March 1, 2020, and September 30, 2021.
- (b) Plaintiff's demand for payment includes fees for services that were increased or not previously charged.
- (c) Defendant, on or before September 30, 2021, paid or offered plaintiff payment of at least 25% of the total rental payments that were due between September 1, 2020, and September 30, 2021, and that were demanded in the termination notices for which defendant delivered the declarations described in (a). (Code Civ. Proc., § 1179.03(g)(2).)
- (7) Defendant is currently filing or has already filed a declaration of COVID-19–related financial distress with the court. (Code Civ. Proc., § 1179.03(h).)
- n. Plaintiff's demand for possession of a residential property is based on nonpayment of rent or other financial obligations due between October 1, 2021, and March 31, 2022, and (check all that apply):
- (1) Plaintiff's notice to quit did not contain the required contact information for the pertinent governmental rental assistance program, or the other content required by Code of Civil Procedure section 1179.10(a).
- (2) Plaintiff's notice to quit did not include a translation of the statutorily required notice. (Code Civ. Proc., § 1179.10(a)(2) and Civ. Code, § 1632.)
- o. For a tenancy initially established before October 1, 2021, plaintiff's demand for possession of a residential property is based on nonpayment of rent or other financial obligations due between March 1, 2020, and March 31, 2022, **and** (check all that apply):
- (1) Plaintiff did not complete an application for rental assistance to cover the rental debt demanded in the complaint before filing the complaint in this action.
- (2) Plaintiff's application for rental assistance was not denied.
- (3) Plaintiff's application for rental assistance was denied for a reason that does not support issuance of a summons or judgment in an unlawful detainer action (check all that apply):
- (a) Plaintiff did not fully or properly complete plaintiff's portion of the application. (Code Civ. Proc., § 1179.09(d)(2)(A).)
- (b) Plaintiff did not apply to the correct rental assistance program. (Code Civ. Proc., § 1179.09(d)(2)(C).)
- (4) Rental assistance has been approved and tenant is separately filing an application to prevent forfeiture (form UD-125).
- p. 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).)

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3. q. 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 3w*).
- r. 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.*)
- s. 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.
- t. Plaintiff refused to accept payment from a third party for rent due. (Civ. Code, § 1947.3; Gov. Code, § 12955.)
- u. Defendant has a disability and plaintiff refused to provide a reasonable accommodation that was requested. (Cal. Code Regs., tit. 2, § 12176(c).)
- v. Other defenses and objections are stated in item 3w.
- w. (*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 3w.

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.

PLAINTIFF: DEFENDANT:	CASE NUMBER:
--------------------------	--------------

5. 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)

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: FIRM NAME: STREET ADDRESS: CITY: TELEPHONE NO.: EMAIL ADDRESS: ATTORNEY FOR (<i>name</i>):	STATE BAR NUMBER: STATE: ZIP CODE: FAX NO.:	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:		
PLAINTIFF: DEFENDANT:		
APPLICATION TO PREVENT FORFEITURE DUE TO COVID-19 RENTAL DEBT		CASE NUMBER:

This form must be filed by the defendant in an unlawful detainer case to ask the court to stop the eviction process if the defendant has been approved for COVID-19–related emergency rental assistance. Defendant must be able to declare under penalty of perjury that all the statements in item 2 are true.

For the court to stop the eviction process, defendant may have to pay any amounts demanded in the complaint that the rental assistance does not cover. (Code Civ. Proc., § 1179.13(a)(3).) Note: this application does not take the place of an Answer to the complaint, which should be filed within five days of receiving the complaint. (You can use form UD-105.)

1. Defendant (*name*):
asks the court to prevent or relieve forfeiture of the lease or rental agreement for property at issue in this unlawful detainer case under Code of Civil Procedure section 1179.13.
2. Both of the following statements are true:
 - a. This unlawful detainer case is based on a demand for payment of rent or other financial obligation that was due during one or both of the following time periods (*check any periods below when rent was due*):
 - (1) between March 1, 2020, and September 30, 2021.
 - (2) between October 1, 2021, and March 31, 2022, and the defendant's tenancy was initially established before October 1, 2021.
 - b. A government rental assistance program has approved an application for rental assistance for part or all of the rent or other financial obligations demanded.
3. (*Defendant must check a or b.*)
 - a. A copy of the final decision from a government rental assistance program approving the application for rental assistance for the property in this case is attached. (*The approval must show the property address and the amount of payment approved, and the time period the payment covers.*)
 - b. (*The following information must be provided if a copy of the approval is not available.*)
 - (1) The address for the property at issue in this case (*address*):
 - (2) The application number assigned to defendant's rental assistance application:
 - (3) The name of the government rental assistance program that granted the approval (*if known*):

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)

**ATTACHMENT
ANSWER – Unlawful Detainer**

OWNERSHIP AND STANDING

1
2
3 Defendant was not notified of the change in ownership which prevented payment of rent. *CC*
4 *§1962*

5 Defendant paid rent to former owner before receiving notice of the change of ownership. *CC*
6 *§1111*

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

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

9 Title to the subject property is in dispute.

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

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

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

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

16 It is not registered with the California Secretary of State. *Revenue and Taxation Code §*
17 *23301*

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

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

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

22 _____
23 _____
24 _____
25 _____

26 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**

1 The notice was based on a breach of covenant but did not specify what tenant must do to cure the
2 breach and/or did not give tenant _____ days to cure the breach. *CCP § 1161(3)*.

3 The notice was based on a breach of covenant/nuisance but failed to specifically describe act(s).
4 *CCP § 1161*.

5 Notice is based on a breach of covenant or nuisance but it is trivial or non-material.

6 Facts stated in the notice regarding the breach and/or nuisance are untrue.

7 The notice was not served on the tenant.

8 Tenant was served a different notice from the one attached to the complaint. *CCP § 1166(d)(1)(A)*.

9 The notice was not served as (or on the date as) Plaintiff alleges in the complaint. *CCP § 1166(a)(5)*.

10 The notice was not served properly per *CCP § 1162*:

11 It was posted on the door and not mailed and/or mailed and not posted.

12 It was served on a minor at the property.

13 It was given to an adult other than the defendant and not also mailed to the defendant.

14 Defendant was unable to contact Plaintiff within the notice period due to Plaintiff's action
15 and/or failure to act and was therefore prevented from paying the demanded rent. *CC § 1511*.

DEFECTIVE COMPLAINT

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

17 The complaint was not verified, or improperly verified. *CCP § 1166*.

18 The complaint was filed before the expiration of the notice period:

19 The notice was served on _____ and so did not expire until the _____.

20 The notice was not served at all or was not properly served.

21 The notice was not attached to the complaint as required by *CCP § 1166(d)(1)(A)*.

22 This unlawful detainer is based on a cause of action other than nonpayment of rent. Plaintiff
23 failed to attach the rental agreement to the complaint. *CCP § 1166(d)(1)(B)*.

**ATTACHMENT
ANSWER – Unlawful Detainer**

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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:

Additional facts are stated in the attached declaration.

**ATTACHMENT
ANSWER – Unlawful Detainer**

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

2 _____

3 _____

4 _____

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7 _____

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11 _____

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23 _____

25 Additional facts are stated in the attached declaration.

26

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**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*

ATTACHMENT

ANSWER – Unlawful Detainer

1 Plaintiff has failed to obtain a valid certificate of occupancy for the premises making the unit
2 unfit for residential habitation. The premises is “an illegal unit” and thus the lease is an
3 unenforceable contract.

REPAIR AND DEDUCT

4
5 Tenant does not owe the rent demanded because tenant paid for and deducted from the rent the
6 cost of repairs. Plaintiff knew the repairs were needed and failed to provide repairs within a
7 reasonable time. *CC §1942(a)*

8 Plaintiff and tenant agreed ___verbally or___in writing that tenant could repair the conditions in
9 the unit and deduct the cost of repairs from the rent. *CC§ 1942.1*

10 Tenant’s rent includes charges for light, heat, water or power not separately stated. Tenant made
11 a utility payment and was allowed to deduct the payment from the rent. *Public Utilities Code*
12 *§§10009-10009.1, §§16481-16481.1, and §§ 12822-128221.1; CC§1942.2.*

13
14 **Description of Supporting Facts for Breach of Warranty of Habitability and Repair and
Deduct:**

15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____

26 Additional facts are stated in the attached declaration.
27
28

ATTACHMENT

ANSWER – Unlawful Detainer

ESTOPPEL

1
2 Plaintiff was aware of the facts regarding defendant’s purported breach and acted so as to lull
3 Defendant into believing that the alleged breach was acceptable to Plaintiff. Defendant reasonably
4 relied on Plaintiff’s acts and failure to act to the detriment of Defendant and Defendant was ignorant
5 of Plaintiff’s true intentions.

6
7 Plaintiff made an oral agreement with Defendant that the rent demanded in the notice could be
8 paid at a later date, upon which Defendant(s) detrimentally relied.

9
10 Plaintiff and Defendant(s) entered into a written agreement that the rent demanded in the notice
11 could be paid at a later date, upon which defendant(s) detrimentally relied.

12 Plaintiff has waived the alleged breach and is estopped from prosecuting this action because the
13 Defendant(s) has paid rent and detrimentally relied on the waiver
14

WAIVER

15
16 Plaintiff, with full knowledge of the Defendant’s alleged breach and the facts surrounding said
17 breach, intentionally waived and relinquished the right to declare a breach or forfeiture of the
18 tenancy.
19

20 Within the notice period, Defendant timely tendered the full amount of the rent demanded to the
21 Plaintiff, and said tender was accepted by the Plaintiff.
22

23 Plaintiff accepted rent after the notice expired. Lessor has therefore waived the breach and the
24 notice and has created a new tenancy. *CCP §1161.5*
25

26 The rental agreement states rent is due the of each month. However, each month, Defendant has
27 paid on the ____th of the month. The parties have therefore modified the agreement and Plaintiff’s
28 nonpayment notice is premature.

ATTACHMENT

ANSWER – Unlawful Detainer

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

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

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

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

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

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

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

14 **OTHER**

15
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____

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

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

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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

- 1 Plaintiff does not state in the notice of termination a “**no-fault** just cause” for the eviction under
2 the TPA. *CCP § 1946.2(b)(2)*.
- 3 Plaintiff is evicting for a “no fault” reason for eviction and the notice to terminate tenancy does
4 not comply with the requirements of *Civil Code § 1946.2(d)*.
- 5 Plaintiff has failed to pay relocation assistance in the manner required by *Civil Code §*
6 *1946.2(d)*.
- 7 Plaintiff allegedly seeks possession in order to “substantially remodel” the premises without
8 meeting the requirements of *Civil Code § 1946.2(b)(2)(D)*.
- 9 The alleged breach under which Plaintiff seeks possession is a curable rental agreement
10 violation and Plaintiff has not served tenant with the prerequisite first written notice of the violation
11 with a 3-Business Day opportunity to cure the violation. *CCP § 1946.2(c)*.
- 12 Plaintiff did not serve a secondary 3-day notice to quit without an opportunity to cure. *CCP §*
13 *1946.2(c)*.
- 14 The alleged breach under which Plaintiff seeks possession is not a material term of the rental
15 agreement. *Civil Code § 1946.2(b)(1)(B)*.
- 16 Plaintiff has failed to comply with the notice requirements of *Civil Code § 1946.2(f)*.
- 17 The rent demanded exceeds the legal amount that can be demanded because Plaintiff increased
18 the amount more than twice within a 12 month period. *Civil Code § 1947.12(a)(2)*.
- 19 The rent demanded exceeds the legal amount that can be demanded because Plaintiff increased
20 the rent after March 15, 2019 but did not rollback the rental rent to a permissible amount on January
21 1, 2020. *Civil Code. § 1947.12(h)*.
- 22 Plaintiff claims the premises are exempt from rent control requirements but has not complied
23 with the requirements of *Civil Code § 1947.12(d)(5)(B)*.
- 24
- 25
- 26
- 27
- 28

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

6 Plaintiff failed to provide written notice to the tenant or add a similar addendum to the lease or
7 rental agreement notifying the tenant that their unit is subject to the requirements of the TPA. *CCP §*
8 *1946.2 (f)(3).*

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

10 _____
11 _____
12 _____
13 _____
14 _____
15 _____
16 _____
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18 _____

19 Additional facts are stated in the attached declaration.

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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.

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.