



## JUDICIAL COUNCIL OF CALIFORNIA

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# REPORT TO THE JUDICIAL COUNCIL

*Item No.: 21-132*

For business meeting on: July 9, 2021

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**Title**

Unlawful Detainer: Technical Changes to Implement AB 832

**Agenda Item Type**

Action Required

**Effective Date**

July 12, 2021

**Rules, Forms, Standards, or Statutes Affected**

Revise forms UD-101 and UD-105

**Date of Report**

June 30, 2021

**Recommended by**

Judicial Council staff  
Anne M. Ronan, Supervising Attorney  
Legal Services

**Contact**

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### Executive Summary

Assembly Bill 832 is urgency legislation that became effective when signed by the Governor on June 28, 2021. Among other things, the new law extends the tenant protections provided under the Tenant, Homeowner, and Small Landlord Relief and Stabilization Act, which were previously to end June 30, 2021, through September 30, 2021. In light of the extension of the statutory provisions now in effect, Judicial Council staff is recommending that two unlawful detainer forms (a mandatory form for plaintiff to assert supplemental allegations and the answer form) be immediately revised by the council so that the dates on those forms that reflect the prior end date of the tenant protections be changed to reflect the correct dates under AB 832. The Civil and Small Claims Advisory Committee will make recommendations to the council addressing the other provisions in the bill in the coming months to implement the changes arising from those sections of the new law.

## Recommendation

Judicial Council staff recommends that the Judicial Council, effective July 12, 2021, revise the following forms to reflect the extended time frame in the amended statutes and to make other minor technical edits:

- *Plaintiff's Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101); and
- *Answer—Unlawful Detainer* (form UD-105).

The proposed revised forms are attached at pages 6–14.

## Relevant Previous Council Action

Assembly Bill 3088 (AB 3088; Stats. 2020, ch. 37), which includes the COVID-19 Tenant Relief Act of 2020, was enacted as urgency legislation on August 31, 2020, and put in place new provisions addressing unlawful detainer actions during the COVID-19 pandemic that went into effect immediately. (See Link A.) The bill provided, among other things, certain protections against the termination of residential tenancies for failure to pay rent due from March 1, 2020, through January 31, 2021.

In order for courts to determine whether judgments may issue on unlawful detainer cases in light of the new state protections and the protections provided by federal law, plaintiffs need to provide information beyond the allegations contained in *Complaint—Unlawful Detainer* (form UD-100) or previously included in individually drafted complaints. For that reason, the council adopted *Plaintiff's Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101), effective October 5, 2020, which includes allegations as to the various facts that a court needs to know to properly apply the provisions in AB 3088. The council also approved revised *Answer—Unlawful Detainer* (form UD-105) to aid defendants in responding to the allegations in new form UD-101 and raising defenses potentially available under AB 3088. The answer form was further revised in December 2020. (Because there was not time to circulate the revised answer form prior to the October 5 effective date, the form was circulated for public comment after the council approved it.)

Senate Bill 91 (SB 91; Stat. 2021, ch.2) was enacted on January 29, 2021, as urgency legislation going into effect immediately, amending the tenant protections that had been provided under the AB 3088. (See Link B.) Senate Bill 91 extended the time period of the protections to June 30, 2021, as well as adding some additional protections and establishing a rental assistance program.<sup>1</sup> In light of those statutory changes, the council promptly revised the two unlawful detainer forms addressed here (forms UD-101 and UD-105) effective February 16, 2021, to change the end dates of the covered periods and incorporate the new protections already in effect. The council also adopted a new form at that time (form UD-120) to facilitate compliance

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<sup>1</sup> The Legislature made minor clean-up revisions to these provisions of SB 91 in Assembly Bill 81 enacted a month later. (See Link C.)

with a new statutory requirement for certain verifications by a landlord. Based on comments received after the forms were circulated for public comment, the council approved further revisions to all three forms at its May 2021 meeting, which became effective shortly thereafter.

## **Analysis/Rationale**

The provisions of AB 3088 included certain protections to residential tenants whose tenancy was being terminated (1) for nonpayment of rent due from March 1, 2020, through January 31, 2021; or (2) for some other reason between September 1, 2020, and January 31, 2021. Senate Bill 91 extended these protections through June 30, 2021. Now, AB 832 (see Link D) has further extended the time frame of the existing tenant protections—including the period in which landlords are precluded from bringing unlawful detainer actions based on nonpayment of rent if a declaration of financial distress has been provided by the tenant—through September 30, 2021. (Code Civ. Proc., §§ 1179.01(a) (definition of covered period) and (i) (definition of transition period), 1179.03(g) (plaintiffs cannot initiate actions in certain circumstances before a specified date), and 1179.03.5 (defendants cannot be found guilty of unlawful detainer in certain circumstances before a specified date).)

The changes in the time frame of the protections require several minor revisions to forms UD-101 and UD-105 in order for them to conform to the law.<sup>2</sup> While dates are primarily included in several items only as instructions, the dates must correctly reflect the law. Without the new dates, landlords will not know that they still need to complete certain items on form UD-101 and, as a result, a court may issue judgments that are not permitted under the new law. And without the new dates on the answer form, tenants may not know that they can assert certain defenses even though the defenses still apply, and so may waive those defenses and lose their cases—and their homes—in spite of AB 832’s extension of the legal protections.

The proposal recommends revising the following items to reflect the changes in the time frame for the parties’ rights and responsibilities under the new law:

- Items that are currently directed at cases for nonpayment of rent in the “covered time period” or the “transition time period,” previously limited to cases through June 30, 2021 (form UD-101 at item 7; form UD-105 at items 3l, 3m, and 3r).
- Items referencing the date by which tenants must pay the statutorily-mandated minimum rent required in order to avoid eviction—that is, the end of the transition time period (form UD-101 at item 11; form UD-105 at item 3m(6)(c)).
- Items addressing the requirement that any unlawful detainer actions brought for reasons other than nonpayment of COVID-19–related rental debt must be based on just cause,

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<sup>2</sup> The other forms approved by the council to implement AB 3088 and SB 91 do not need immediate revisions. Neither forms UD-104 and UD-104(A), to be used by tenants for filing declarations of COVID-19–related financial distress with the court, nor form UD-120, to be used by plaintiffs for filing required verifications relating to receipt of emergency rental assistance, contain any dates referring to the periods that were extended by AB 832.

previously limited to cases before July 1, 2021 (form UD-101 at item 10; form UD-105 at item 3n).<sup>3</sup>

Assembly Bill 832 also enacts the COVID-19 Rental Housing Recovery Act, Code of Civil Procedure section 1179.08 et seq., which, for certain unlawful detainer actions brought on or after October 1, 2021, imposes new requirements on plaintiffs, expands certain rights of defendants, and will require courts to handle some procedures in such cases differently from other unlawful detainer cases. In addition, the new law defers the time for commencing actions to recover COVID-19 rental debt to November 1, 2021 and amends certain provisions of the emergency rental assistance program. While further form revisions—and some newly mandated forms—will be needed by October 1, 2021, to reflect these provisions in the new law, the date changes are needed now to bring the forms into compliance for any cases brought before that date.

### **Policy implications**

Because the proposed revisions to the dates are required in order for the forms to conform to the new statutory provisions, the only policy implications are ensuring that council forms reflect the law correctly and are not misleading to parties—especially self-represented litigants—or courts.

### **Comments**

This proposal was not circulated for public comment because the changes are minor and noncontroversial—the revised dates because they are necessitated by statutory changes. It is therefore within the Judicial Council’s purview to adopt without circulation. (Cal. Rules of Court, rule 10.22(d)(2).) The enactment of the law as urgency legislature that became effective immediately and only two days before the protections reflected on the forms would have ended, mandated the need for prompt action.

This proposal was shared with the members of the Civil and Small Claims Advisory Committee, the committee that proposed all prior revisions to these forms relating to COVID-19–related protections, and no objections were received.

### **Alternatives considered**

None were considered. The primary revisions are required to conform the content of the forms with the law now in effect. Not taking action would result in incorrect and misleading statements of law in the council forms.

### **Fiscal and Operational Impacts**

While AB 832 will have a significant impact on court operations, the proposed revisions to the forms should have little impact on the courts beyond ensuring that parties will be aware of the extension of certain tenant protections.

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<sup>3</sup> Two other minor technical changes have also been made to the forms: correcting a citation in item 10 of form UD-101 and adding more signature lines to form UD-105.

## Attachments and Links

Forms UD-101 and UD-105 at page 6–14.

Link A: Assembly Bill 3088 (Stats. 2020, ch. 37)

[https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill\\_id=201920200AB3088](https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201920200AB3088)

Link B: Senate. Bill 91 (Stats. 2021, ch. 2),

[https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=202120220SB91](https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB91)

Link C: Assembly Bill 81 (Stats. 2021, ch. 5),

[https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=202120220AB81](https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB81)

Link D: Assembly Bill 832 (Stats. 2021, ch. \_\_\_; signed by the Governor June 28, 2021)

[https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=202120220AB832](https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB832)

DRAFT

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.:	<b>FOR COURT USE ONLY</b>  <b>DRAFT</b>  <b>06/28/21</b>  <b>NOT APPROVED BY COUNCIL</b>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF</b> STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:		
PLAINTIFF: DEFENDANT:		
<b>PLAINTIFF'S MANDATORY COVER SHEET AND SUPPLEMENTAL ALLEGATIONS—UNLAWFUL DETAINER</b>		CASE NUMBER:
For action filed (check one): <input type="checkbox"/> before October 5, 2020 <input type="checkbox"/> on October 5, 2020, or later		

All plaintiffs in unlawful detainer proceedings must file and serve this form. Filing this form complies with the requirement in Code of Civil Procedure section 1179.01.5(c).

- Serve this form with the summons.
- If a summons has already been served without this form, then serve it by mail or any other means of service authorized by law.
- If defendant has answered prior to service of this form, there is no requirement for defendant to respond to the supplemental allegations before trial.

Before obtaining a judgment in an unlawful detainer action for nonpayment of rent on a residential property, a plaintiff will be required to verify that no rental assistance or other financial compensation has been received for the amount in the notice demanding payment or accruing afterward, and no application is pending for such assistance. For a default judgment, plaintiff must use Verification by Landlord Regarding Rental Assistance (form UD-120) to make this verification.

1. PLAINTIFF (name each):

alleges causes of action in the complaint filed in this action against DEFENDANT (name each):

2. **Statutory cover sheet allegations** (Code Civ. Proc., § 1179.01.5(c))

- a. This action seeks possession of real property that is (check all that apply):  Residential     Commercial  
 (If "residential" is checked, complete items 3 and 4 and all remaining items that apply to this action. If only "commercial" is checked, no further items need to be completed except the signature and verification.)
- b. This action is based, in whole or in part, on an alleged default payment of rent or other charges.  Yes     No

3. **Tenants subject to COVID-19 Tenant Relief Act** (Code Civ. Proc., § 1179.02(h))

- a. (1) One or more defendants in this action is a natural person:  Yes     No  
 (2) Identify any defendant not a natural person:  
 (If no is checked, then no further items need to be completed except the signature and verification.)
- b. (1) All defendants named in this action maintain occupancy as described in Civil Code section 1940(b).  Yes     No  
 (2) Identify any defendant who does not:  
 (If yes is checked, then no further items need to be completed except the signature and verification.)

PLAINTIFF: DEFENDANT:	CASE NUMBER:
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4. **Federal law allegations**

- a. Defendant  has  has not provided a statement under penalty of perjury for 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) or its extension. *(Note to plaintiff: Proceeding in violation of the federal order may result in civil or criminal penalties.)*
- b. This action  does  does not seek possession of a dwelling unit in property that has a federally backed multifamily mortgage for which forbearance has been granted under title 15 United States Code section 9057.
- (1) Date forbearance began:
- (2) Date forbearance ended:

5.  **Unlawful detainer notice expired before March 1, 2020**

The unlawful detainer complaint in this action is based solely on a notice to quit, to pay or quit, or to perform covenants or quit, in which the time period specified in the notice expired before March 1, 2020. *(If this is the only basis for the action, no further items need to be completed except the signature and verification on page 4. (Code Civ. Proc., § 1179.03.5(a)(1).))*

6.  **Rent or other financial obligations due between March 1, 2020, and August 31, 2020 (protected time period)**

The unlawful detainer complaint in this action is based, at least in part, on a demand for payment of rent or other financial obligations due in the protected time period. *(Check all that apply.)*

- a.  Defendant *(name each)*:

was served the "Notice from the State of California" required by Code of Civil Procedure section 1179.04, and if more than one defendant, on the same date and in the same manner. *(Provide information regarding service of this notice in item 8 below.)*

- b.  One or more defendants was served with the notice in item 6a on a different date or in a different manner, which service is described in attachment 8c.
- c.  Defendant *(name each)*:

was served with at least 15 days' notice to pay rent or other financial obligations, quit, or deliver a declaration, and an unsigned declaration of COVID-19–related financial distress, in the form and with the content required in Code of Civil Procedure section 1179.03(b) and (d).

*(If the notice identified defendant as a **high-income tenant** and requested submission of documentation supporting any declaration the defendant submits, complete item 9 below. (Code Civ. Proc., § 1179.02.5(c).))*

*(If filing form UD-100 with this form and item 6c is checked, specify this 15-day notice in item 9a(7) on form UD-100, attach a copy of the notice to that complaint form, and provide all requested information about service on that form.)*

- d. Response to notice *(check all that apply)*:

- (1)  Defendant *(name each)*:

delivered a declaration of COVID-19–related financial distress on landlord in the time required. (Code Civ. Proc., § 1179.03(f).)

- (2)  Defendant *(name each)*:

did *not* deliver a declaration of COVID-19–related financial distress on landlord in the time required. (Code Civ. Proc., § 1179.03(f).)

7.  **Rent or other financial obligations due between September 1, 2020, and September 30, 2021 (the transition time period)** The unlawful detainer complaint in this action is based, at least in part, on a demand for payment of rent or other financial obligations due during the transition time period.

- a.  Defendant *(name each)*:

was served the "Notice from the State of California" required by Code of Civil Procedure section 1179.04, and if more than one defendant, on the same date and in the same manner. *(Provide information regarding service of this notice in item 8 below.)*

PLAINTIFF: DEFENDANT:	CASE NUMBER:
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7. b.  One or more defendants was served with the notice in item 7a on a different date or in a different manner, which service is described in attachment 8c.
- c.  Defendant (*name each*):

was served with at least 15 days' notice to pay rent or other financial obligations, quit, or deliver a declaration, and an unsigned declaration of COVID-19-related financial distress, in the form and with the content required in Code of Civil Procedure section 1179.03(c) and (d).

(If the notice identified defendant as a **high-income tenant** and requested submission of documentation supporting any declaration the defendant submits, complete item 9 below. (Code Civ. Proc., § 1179.02.5(c).))

(If filing form UD-100 with this form and item 6c is checked, specify this 15-day notice in item 9a(7) on form UD-100, attach a copy of the notice to that complaint form, and provide all requested information about service on that form.)

- d. Response to notice (*check all that apply*):

- (1)  Defendant (*name each*):

delivered a declaration of COVID-19–related financial distress on the landlord in the time required. (Code Civ. Proc., § 1179.03(f).)

- (2)  Defendant (*name each*):

did *not* deliver a declaration of COVID-19–related financial distress on the landlord in the time required. (Code Civ. Proc., § 1179.03(f).)

- e.  Rent due (*complete only if action filed after September 30, 2021*):

- (1) Rent in the amount of \$ \_\_\_\_\_ was due between September 1, 2020, and September 30, 2021.
- (2) Payment of \$ \_\_\_\_\_ for that period was received by September 30, 2021.

8. **Service of Code of Civil Procedure Section 1179.04 Notice From the State of California** (*check all that apply*)

- a.  The notice identified in item 6a and 7a was served on the defendant named in those items as follows:

- (1)  By personally handing a copy to defendant on (*date*):
- (2)  By leaving a copy with (*name or description*): \_\_\_\_\_, a person of suitable age and discretion, on (*date*): \_\_\_\_\_ at defendant's \_\_\_\_\_ residence  business AND mailing a copy to defendant at defendant's place of residence.
- (3)  By posting a copy on the premises on (*date*): \_\_\_\_\_ AND giving a copy to a person found residing at the premises AND mailing a copy to defendant at the premises on (*date*): \_\_\_\_\_
- (a)  because defendant's residence and usual place of business cannot be ascertained OR
- (b)  because no person of suitable age or discretion can be found there.
- (4)  By sending a copy by mail addressed to the defendant on (*date*): \_\_\_\_\_

- b.  (*Name*): \_\_\_\_\_

was served on behalf of all defendants who signed a joint written rental agreement.

- c.  Information about service of notice on the defendants alleged in items 6b and 7b is stated in Attachment 8c.

- d.  Proof of service of the notice or notices in items 6a, 6b, 7a, and 7b is attached to this form and labeled Exhibit 1.

9.  **High-income tenant.** The 15-day notice in item 6c or 7c above identified defendant as a high-income tenant and requested submission of documentation supporting the tenant's claim that tenant had suffered COVID-19–related financial distress. Plaintiff had proof before serving that notice that the tenant has an annual income that is at least 130 percent of the median income for the county the rental property is located in and not less than \$100,000. (Code Civ. Proc., § 1179.02.5.)

- a.  The tenant did not deliver a declaration of COVID-19–related financial distress within the required time. (Code Civ. Proc., § 1179.03(f).)
- b.  The tenant did not deliver documentation within the required time supporting that the tenant had suffered COVID-19–related financial distress as asserted in the declaration. (Code Civ. Proc., § 1179.02.5(c).)



PLAINTIFF: DEFENDANT:	CASE NUMBER:
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10.  **Just cause eviction.** (Only applicable if action is filed before **October 1, 2021**. Note: If the tenancy is subject to the Tenant Protection Act (including Civil Code section 1946.2), plaintiff must, if using form UD-100, complete item 8 on that form in addition to this item.)
- a.  The tenancy identified in the unlawful detainer complaint in this action was terminated for at-fault just cause as defined in Civil Code section 1946.2(b)(1), which reason is in the notice of termination. (Code Civ. Proc., § 1179.03.5(a)(3)(A)(i).)
- b.  The tenancy identified in the unlawful detainer complaint in this action was terminated for no-fault just cause as defined in Civil Code section 1946.2(b)(2), which reason is in the notice of termination. (Code Civ. Proc., § 1179.03.5(a)(3)(A)(ii).) (Complete (1) or (2) below, only if applicable.)
- (1)  The no-fault just cause is the intent to demolish or substantially remodel, which  is  is not necessary to comply with codes, statutes, or regulations relating to the habitability of the rental units. (Code Civ. Proc., § 1179.03.5(a)(3)(A)(ii).)
- (2)  The tenancy identified in the complaint in this action was terminated because the owner of the property has entered into a contract with a buyer who intends to occupy the property and the property  does  does not meet all the requirements of Civil Code section 1946.2(e)(8). (Code Civ. Proc., § 1179.03.5(a)(3)(A)(iii).)
- c.  This action is based solely on the cause of termination checked in item 10a or b above, and is not for nonpayment of rent or other financial obligations. (If this item applies, plaintiff may not recover any rental debt due from the period between March 1, 2020, and **September 30, 2021**, as part of the damages in this action. (Code Civ. Proc., § 1179.03.5(a)(3)(B).))
11.  **Rent or other financial obligations due after September 30, 2021.** (Only applicable if action is filed on or after **October 1, 2021**.) The only demand for rent or other financial obligations on which the unlawful detainer complaint in this action is based is a demand for payment of rent due after **September 30, 2021**.
12.  **Statements regarding rental assistance** (Required in all actions based on nonpayment of rent or any other financial obligation. Plaintiff must answer all the questions in this item and, if later seeking a default judgment, will also need to file Verification Regarding Rental Assistance--Unlawful Detainer (form UD-120).)
- a. Has plaintiff received rental assistance or other financial compensation from any other source corresponding to the amount demanded in the notice underlying the complaint?  Yes  No
- b. Has plaintiff received rental assistance or other financial compensation from any other source for rent accruing *after* the date of the notice underlying the complaint?  Yes  No
- c. Does plaintiff have any pending application for rental assistance or other financial compensation from any other source corresponding to the amount demanded in the notice underlying the complaint?  Yes  No
- d. Does plaintiff have any pending application for rental assistance or other financial compensation from any other source for rent accruing *after* the date on the notice underlying the complaint?  Yes  No
13.  Number of pages attached (specify): \_\_\_\_\_

Date: \_\_\_\_\_

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



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

**VERIFICATION**

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

I am the plaintiff in this proceeding and have read this complaint. 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)

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: FIRM NAME: STREET ADDRESS: CITY: TELEPHONE NO.: E-MAIL ADDRESS: ATTORNEY FOR (name):	STATE BAR NUMBER:  STATE:                      ZIP CODE: FAX NO.:	<b>FOR COURT USE ONLY</b>  <b>DRAFT</b> <b>06/28/21</b>  <b>NOT APPROVED BY</b> <b>JUDICIAL COUNCIL</b>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF</b> STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:		
PLAINTIFF: DEFENDANT:		
<b>ANSWER—UNLAWFUL DETAINER</b>		CASE NUMBER:

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

answers the complaint as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

CASE NUMBER:

3. **DEFENSES AND OBJECTIONS** (NOTE: For each box checked, you must state brief facts to support it in item 3v (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.  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 3v 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 3v the facts that support each.)
- (1)  Plaintiff failed to state a just cause for termination of tenancy in the written notice to terminate.
- (2)  Plaintiff failed to provide an opportunity to cure any alleged violations of terms and conditions of the lease (other than payment of rent) as required under Civ. Code, § 1946.2(c).
- (3)  Plaintiff failed to comply with the relocation assistance requirements of Civ. Code, § 1946.2(d).
- (4)  Plaintiff has raised the rent more than the amount allowed under Civ. Code, § 1947.12, and the only unpaid rent is the unauthorized amount.
- (5)  Plaintiff violated the Tenant Protection Act in another manner that defeats the complaint.
- i.  Plaintiff accepted rent from defendant to cover a period of time after the date the notice to quit expired.
- j.  Plaintiff seeks to evict defendant based on an act against defendant or a member of defendant's household that constitutes domestic violence, sexual assault, stalking, human trafficking, or abuse of an elder or a dependent adult. (This defense requires one of the following: (1) a temporary restraining order, protective order, or police report that is not more than 180 days old; OR (2) a signed statement from a qualified third party (e.g., a doctor, domestic violence or sexual assault counselor, human trafficking caseworker, or psychologist) concerning the injuries or abuse resulting from these acts.)
- k.  Plaintiff seeks to evict defendant based on defendant or another person calling the police or emergency assistance (e.g., ambulance) by or on behalf of a victim of abuse, a victim of crime, or an individual in an emergency when defendant or the other person believed that assistance was necessary.
- l.  Plaintiff's demand for possession of a residential property is in retaliation for nonpayment of rent or other financial obligations due between March 1, 2020, and September 30, 2021, even though alleged to be based on other reasons. (Civ. Code, § 1942.5(d) or 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 of rights under the COVID-19 Tenants Relief Act as required by Code of Civil Procedure section 1179.04.
- (2)  Plaintiff did not serve the required 15-day notice. (Code Civ. Proc., § 1179.03(b) or (c).)
- (3)  Plaintiff did not provide an unsigned declaration of COVID-19–related financial distress with the 15-day notice. (Code Civ. Proc., § 1179.03(d).)
- (4)  Plaintiff did not provide an unsigned declaration of COVID-19–related financial distress in the language in which the landlord was required to provide a translation of the rental agreement. (Code Civ. Proc., § 1179.03(d).)
- (5)  Plaintiff identified defendant as a “high-income tenant” in the 15-day notice, but plaintiff did not possess proof at the time the notice was served establishing that defendant met the definition of high-income tenant. (Code Civ. Proc., § 1179.02.5(b).)

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- m. (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)  (For cases filed after **September 30, 2021**) 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).)
- (8)  Rental Assistance (Health & Saf. Code, §§ 50897.1(d)(2)(B) and 50897.3(e)) (check all that apply):
- (a)  Plaintiff received or has applied for rental assistance from the State Rental Assistance Program or financial compensation from some other source relating to the amount claimed in the notice to pay rent or quit.
- (b)  Plaintiff received or has applied for rental assistance from the State Rental Assistance Program for rent accruing since the notice to pay rent or quit.
- n.  (For cases filed before **October 1, 2021**) Plaintiff's demand for possession of a residential tenancy is based on a reason other than nonpayment of rent or other financial obligations, and plaintiff lacks just cause for termination of the tenancy, as defined in Civil Code section 1946.2(b) or Code of Civil Procedure section 1179.03.5(a)(3)(A).
- o.  Plaintiff violated the COVID-19 Tenant Relief Act (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 3v).
- p.  Defendant provided plaintiff with a declaration under penalty of perjury for the Centers for Disease Control and Prevention's temporary halt in evictions to prevent further spread of COVID-19 (85 Federal Register 55292 at 55297), and plaintiff's reason for termination of the tenancy is one that the temporary halt in evictions applies to. (Describe when and how provided):
- q.  Plaintiff violated the federal CARES Act, because the property is covered by that act and (check all that apply):
- (1)  The federally backed mortgage on the property was in forbearance when plaintiff brought the action. (15 U.S.C. § 9057.)
- (2)  The plaintiff did not give the required 30 days' notice. (15 U.S.C. § 9058(c).)
- r.  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.

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

## 4. OTHER STATEMENTS

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

## 5. DEFENDANT REQUESTS

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

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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)
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Date:

(TYPE OR PRINT NAME)	(SIGNATURE OF DEFENDANT)
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Date:

(TYPE OR PRINT NAME)	(SIGNATURE OF DEFENDANT)
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