



Judicial Council of California

455 Golden Gate Avenue · San Francisco, California 94102-3688

courts.ca.gov/policy-administration/invitations-comment

INVITATION TO COMMENT

SPR26-07

Title

Unlawful Detainer: Form Revisions to Implement Assembly Bills 246, 747, and 863

Action Requested

Review and submit comments by May 18, 2026, to invitations@jud.ca.gov

Proposed Rules, Forms, Standards, or Statutes

Revise forms SUM-130, UD-100, UD-105, and UD-116

Proposed Effective Date

January 1, 2027

Proposed by

Civil and Small Claims Advisory Committee
Hon. Samantha P. Jessner, Chair

Contact

Jenny Grantz, 415-865-4394
jenny.grantz@jud.ca.gov

Executive Summary and Origin

Assembly Bills 246 (Stats. 2025, ch. 337), 747 (Stats. 2025, ch. 563) and 863 (Stats. 2025, ch. 344) make changes to laws regarding summons, complaints, and defenses in unlawful detainer proceedings. The Civil and Small Claims Advisory Committee proposes revising four forms to implement these changes in law, correct misstatements of law, remove inapplicable items, and improve readability and clarity. The committee also proposes significant plain-language revisions to *Unlawful Detainer—Complaint* (form UD-100) and the conversion of *Unlawful Detainer—Answer* (form UD-105) to a plain-language form.

The Proposal

The Civil and Small Claims Advisory Committee proposes revising forms SUM-130, UD-100, UD-105, and UD-116 to implement new law, and make other improvements.

Form SUM-130

Summons—Unlawful Detainer (form SUM-130) is the summons form used in unlawful detainer actions and implements Code of Civil Procedure section 412.20(a). Currently, form SUM-130 provides the statutorily required information in English and Spanish. Chinese, Korean, and Vietnamese translations are provided by the Judicial Council as separate documents.

This proposal has not been approved by the Judicial Council and is not intended to represent the views of the council, its Rules Committee, or its Legislation Committee. It is circulated for comment purposes only.

[AB 863](#) (see Link A) requires the Judicial Council to create a “single use summons form” by January 1, 2027, that provides the information required by section 412.20(a) in English, Spanish, Chinese, Tagalog, Vietnamese, and Korean.

To implement AB 863, the committee propose revising page 1 of form SUM-130 to provide the content in English only, rather than English and Spanish. This revision will allow all of the English content to fit on one page and will make it easier to create translated pages that mirror the formatting of the English version, allowing readers to more easily determine which portions of the translations correspond to each part of the English version. Spanish, Chinese, Korean, Tagalog, and Vietnamese translations will be provided on subsequent pages.¹ Only the English version of the form will have fillable fields. The translated pages will refer the reader to the English version for the information provided by the plaintiff. To aid users in navigating the form, the committee proposes adding a cover page that provides the page number of each translation and the statutorily required notice regarding the deadline to respond to the summons.

In addition to the revisions to implement AB 863, the committee proposes several substantive revisions on page 1 of the form. First, the committee proposes revising the notice to more clearly explain that if the tenant does not file a written response, they may lose the right to live in their home and may be removed from the home without further warning from the court. Second, the committee proposes revising the notice to fee waiver recipients to conform with the revisions the committee has proposed to fee waiver forms in a separate proposal.² Third, the committee proposes revising item 3 to more clearly ask whether an unlawful detainer assistant received compensation to assist with the form and to explain that “unlawful detainer assistant” does not include lawyers or people supervised by lawyers.

Form UD-100

The committee proposes revising *Complaint—Unlawful Detainer* (form UD-100) to implement AB 747, correct a misstatement of law, and remove an inapplicable item. The committee also proposes making the form easier to read and complete by reorganizing the form and revising many items to use plain language.

Assembly Bill 747

Code of Civil Procedure section 1166(a)(5) requires the complaint in an unlawful detainer action to state the method used to serve the defendant with the notice of termination upon which the complaint is based. Effective January 1, 2027, [AB 747](#) (see Link B) requires this statement to also include the date, time, and location of effective service of the notice. To implement this

¹ This proposal seeks comment on the English-language content and proposed reformatting of form SUM-130 only. Translated content will be added to the form after the English-language content is approved by the Judicial Council.

² *Rules and Forms: Revisions to Fee Waiver Forms* (SPR26-10), courts.ca.gov/policy-administration/invitations-comment.

change in law, the committee proposes revising what is now item 7 on form UD-100 to add date, time, and address fields where necessary.³

Correction of item regarding service by posting and mailing

Code of Civil Procedure section 1162(a) describes the methods by which a landlord may serve a tenant with a notice under section 1161 or 1161a (e.g., a notice to pay rent or quit). Under section 1162(a)(3), if the tenant is absent from their place of residence and usual place of business and a “person of suitable age or discretion” cannot be found at those locations, or the tenant’s place of residence and usual place of business cannot be determined, the landlord may “affix[] a copy in a conspicuous place on the property, and also deliver[] a copy to a person there residing, if such person can be found; and also send[] a copy through the mail addressed to the tenant at the place where the property is situated.”

On the current version of form UD-100, this service method is incorrectly described (in item 10). The committee proposes revising this item (now numbered 7b(4)) to reflect that mailing a copy of the notice and giving a copy to a person residing at the premises are separate steps, deleting the checkbox for “mailing a copy” to reflect that mailing is not optional, and adding a checkbox for giving a copy to a person residing at the premises to reflect that this step is not mandatory.

Removal of item regarding rental assistance

On the current version of form UD-100, item 11 implements Health and Safety Code section 50897.3(e)(2), which is part of the statutory scheme implementing the State Rental Assistance Program created to address the COVID-19 pandemic. The committee proposes deleting item 11 from the form because it is no longer applicable.

Section 50897.3(e)(2) states that the court cannot enter a judgment in favor of the landlord in certain unlawful detainer actions unless the landlord verifies that they have not received or applied for “rental assistance or financial compensation from any other source” for either (1) the amount demanded in the notice underlying the complaint or (2) rent accruing after the date of the notice.

Unlike other eviction protections created to address the pandemic, section 50897.3(e)(2) does not explicitly state that it applies only to unlawful detainer actions filed within a particular time period, nor does the statute contain a repeal provision. For this reason, when the committee recommended revoking *Plaintiff’s Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101) effective January 1, 2026, to reflect the repeal of a different

³ The committee is proposing rule amendments and form revisions to implement the remainder of AB 747 in a separate invitation to comment. (*Civil Practice and Procedure: Rules and Forms to Implement Changes in Law Regarding Civil Summons* (SPR26-08), courts.ca.gov/policy-administration/invitations-comment.)

COVID-19 statute, the committee recommended moving the questions regarding section 50897.3(e)(2) from form UD-101 to form UD-100.⁴

However, section 50897.3(g)(2) implies that the requirements of subdivision (e)(2) are time-limited because it refers to federal funding that state rental assistance programs could use to cover rent, rental arrears and eviction prevention activities that arose before September 30, 2025.⁵ However, there is some statutory ambiguity because subdivision (e)(2) “appl[ies] to the administration of” these funds but is otherwise not linked to the funds. Additionally, the landlord’s verifications must address rental assistance or financial compensation from “any other source,”⁶ not just the state rental assistance program.

Despite the statutory ambiguity, the committee determined that, given the context of section 50897.3’s enactment—as part of a COVID-19 rental assistance program—and the implicit time limit applied by subdivision (g)(2), the Legislature likely intended for the requirements of subdivision (e)(2) to expire once the rental assistance program’s underlying funding ceased.

The committee therefore proposes deleting item 11 from form UD-100 because it is no longer applicable. The funding referred to by section 50897.3 could be provided to landlords for rent or rental arrears arising on or before September 30, 2025. A notice to quit based on nonpayment of rent must be served within one year after rent becomes due.⁷ September 30, 2026, is therefore the last day on which a landlord could serve a notice to quit based on unpaid rent for which the landlord could potentially receive financial assistance based on the funding referred to by section 50897.3. Thus, any unlawful detainer complaint filed on or after January 1, 2027, when

⁴ Judicial Council of Cal., Advisory Com. Rep., *Unlawful Detainer: Form Revisions to Reflect Repeal of COVID-19 Legislation* (Sept. 29, 2025), p. 5, jcc.legistar.com/LegislationDetail.aspx?ID=7648706&GUID=BCCACD43-F581-4722-B98C-FA7A5D45827E.

⁵ Health and Safety Code section 50897(o) defines “Round 1” and “Round 2” funding as funds provided to the states by federal funding programs. Round 2 funding “remained available” through September 30, 2025. (Pub. L. No. 117-2 (Mar. 11, 2021) 135 Stat. 4, 58, www.congress.gov/117/plaws/publ2/PLAW-117publ2.pdf (codified as 15 U.S.C. § 9058c(g).) Round 1 funds were originally available through December 31, 2021, with a possible 90-day extension, but that deadline was later extended to September 30, 2022. (Pub. L. No. 116-260 (Dec. 27, 2020) 134 Stat. 1182, 2074–2075, www.congress.gov/116/plaws/publ260/PLAW-116publ260.pdf (codified as 15 U.S.C. § 9058a(e)); 135 Stat. 4, 58.) The September 30, 2025, deadline means that states receiving Round 2 funding “may not provide prospective assistance for rent, utility and home energy expenses, other expenses related to housing, expenses for housing stability services, or affordable rental housing projects, and eviction prevention activities for a period beyond September 30, 2025.” (U.S. Dept. of the Treasury, *Emergency Rental Assistance (ERA2): Closeout Resource*, p. 2, home.treasury.gov/system/files/136/ERA2_Closeout_Resource.pdf.)

⁶ It is unclear why the statute says “any other source” and not “any source.” Reading subdivision (e) in context, it does not appear that “other” is meant to distinguish between the federal funding programs identified in section 50897 and other sources of financial assistance. The legislative history documents do not explain this word choice.

⁷ Code Civ. Proc., § 1161(2).

revised form UD-100 would become effective, would not include unpaid rent for which the landlord could have received assistance under the state rental assistance program.⁸

Plain-language revisions

The committee proposes revising form UD-100 to make it easier to read and complete by reorganizing the form to combine similar items and present each item more clearly, rewriting items in plain language where possible, and defining legal terms that cannot be replaced by plain-language terms. For example, the proposed revisions use “plaintiff” instead of “landlord” in most places because the plaintiff may not be the landlord. Similarly, terms that are likely to appear on other forms or documents filed in the case, such as “the premises” and “possession,” are defined rather than replaced with plain-language terms.

The committee considered reformatting the form in the Judicial Council’s plain-language format (the format proposed for form UD-105) but determined that form’s existing format is preferable because the caption of the plain-language format did not effectively accommodate items such as the designation of the case as a limited or unlimited civil case.

The committee requests specific comments on these revisions, and in particular whether the form will be easier for landlords and tenants to understand and whether any of the necessary legal terms or concepts are missing, incomplete, or inadequately described.

Form UD-105

The committee proposes revising *Answer—Unlawful Detainer* (form UD-105) to convert the form into the plain-language format, implement AB 246, and delete several items that are no longer applicable.

Plain-language revisions

The committee proposes revising form UD-105 by reformatting it using the Judicial Council’s plain-language template and rewriting the entire form in plain language. Because the revisions to the form are so extensive, the only changes highlighted in the attached draft are the additions of new content that is not on the existing version of the form in any way (items 7b, 12c, and 13e).

The committee requests specific comments on these revisions, and in particular whether the form will be easier for landlords and tenants to understand and whether any of the necessary legal terms or concepts are missing, incomplete, or inadequately described.

As part of these revisions, the committee proposes moving the item regarding denials so that it appears after the items regarding defenses, as well as revising the instructions for the denials to clarify that tenants do not need to repeat information they have given in response to other answers on the form. Tenants often provide the same information in their answer regarding

⁸ The committee will consider whether to revoke the other form implementing Health and Safety Code section 50897.3, *Verification by Landlord Regarding Rental Assistance—Unlawful Detainer* (form UD-120), in a future proposal.

denials and in other areas of the form, and moving the denials to the end of the form and adding a clarifying instruction might reduce the amount of duplication in tenants' answers. However, the committee is concerned that placing the denials near the end of the form might make tenants more likely to give incorrect or incomplete answers due to fatigue, inadvertently waiving important defenses. The committee requests specific comments on whether the tenant's denials should appear before or after the tenant's defenses.

Assembly Bill 246

AB 246 (see Link C) creates a new affirmative defense that may be asserted by a residential tenant in an unlawful detainer proceeding based on nonpayment of rent.⁹ The tenant may assert that Social Security benefits typically received by the tenant's household have been terminated, delayed, or reduced at no fault of the tenant, and that this hardship prevented the tenant from paying the unpaid rent alleged in the unlawful detainer action. If the tenant provides sufficient evidence that these criteria are met, the court must stay the unlawful detainer action until either 14 days after the tenant's Social Security benefits are restored or six months after the stay was issued, whichever is earlier. By January 1, 2027, the Judicial Council must adopt or modify forms, as needed, to implement AB 246.

To implement AB 246, the committee proposes revising form UD-105 to add items 12c and 13e. Item 12c, in the "Other statements" section, can be checked if the defense created by AB 246 applies. Item 13, in the "My requests" section, asks the court to stay the case until 14 days after the tenant's Social Security benefits are restored, or six months after the stay began, whichever is earlier.

Removal of inapplicable items

The committee proposes deleting several items from form UD-105 because they are no longer applicable. The item numbers below refer to the current version of the form.

Item 3m. On the current version of form UD-105, item 3m implements Health and Safety Code sections 50897.1(d)(2) and 50897.3(e)(2). As discussed above, the committee determined that section 50897.3(e)(2) may no longer be applicable. Section 50897.1(d)(2) appears to be inapplicable for similar reasons because it also applies to landlords who have accepted funding from the State Rental Assistance Program. The committee therefore proposes removing item 3m from form UD-105.

Item 3n. On the current version of form UD-105, item 3n asks whether the plaintiff violated a local COVID-19 ordinance regarding evictions. The committee proposes removing item 3n because most local COVID-19 ordinances have sunset, and those that have not can be addressed in the item that asks whether the landlord is breaking city or county rent control or eviction control laws (item 7a on the version of form UD-105 included in this proposal).

⁹ Civ. Code, § 1946.3.

Item 3p. On the current version of form UD-105, item 3p implements Code of Civil Procedure section 1179.04.5 and asks whether the plaintiff applied a security deposit or monthly rental payment to any COVID-19 rental debt (i.e., obligations due between March 1, 2020, and September 30, 2021) without the tenant’s written agreement. Section 1179.04.5 was repealed on October 1, 2025. The committee proposes deleting item 3p because section 1179.04.5 will not apply in unlawful detainer actions filed on or after January 1, 2027, the date that the revised version of form UD-105 will become effective. September 30, 2025, is the last day that section 1179.04.5 would prohibit a landlord from applying a payment for the prospective month’s rent to COVID-19 rental debt, and September 30, 2026, is therefore the last day that a landlord could serve a notice to quit based on an improperly applied rent payment.

Form UD-116

Declaration of Default Judgment by Court (form UD-116) is used to request a default or default judgment under section 585 in an unlawful detainer case. When reviewing the form to determine whether it was affected by recent changes in law, the committee determined that although revisions are not required, it could be helpful to reformat the form to make it easier to use and to conform with revisions proposed on form UD-100.

The committee therefore proposes expanding form UD-116 to four pages so that each item on the form can be properly numbered and formatted, revising several items on the form to use plain language, and revising items 3c, 5a, and 6a to include all the options given in the equivalent items on form UD-100.

Alternatives Considered

The committee did not consider the alternative of taking no action because form revisions are needed to comply with AB 246, 747, and 863. To the extent the proposed revisions are not required by the terms of AB 246, 747, and 863, the committee considered taking no action but ultimately determined the changes are warranted in light of the benefits they will provide to courts and court users. Additionally, as discussed in the body of the proposal, the committee considered several alternatives when drafting the proposal, such as a different placement of the tenant’s denials on form UD-105.

Fiscal and Operational Impacts

The statutory changes will require training of court staff and judicial officers. The revised forms are intended to facilitate courts’ and parties’ implementation of the changes in statute and will require education and possibly some changes to computerized case management systems.

Request for Specific Comments

In addition to comments on the proposal as a whole, the advisory committee is interested in comments on the following:

- Does the proposal appropriately address the stated purpose?
- Do the plain-language revisions and reformatting of form UD-100 make the form easier for landlords and tenants to understand, and if not, why not? Are any of the necessary legal terms or concepts missing, incomplete, or inadequately described? If so, please explain.
- Do the plain-language revisions and reformatting of form UD-105 make the form easier for landlords and tenants to understand, and if not, why not? Are any of the necessary legal terms or concepts missing, incomplete, or inadequately described? If so, please explain.
- On form UD-105, should the tenant's denials appear before or after the tenant's defenses?

The advisory committee also seeks comments from *courts* on the following cost and implementation matters:

- Would the proposal provide cost savings? If so, please quantify.
- What would the implementation requirements be for courts—for example, training staff (please identify position and expected hours of training), revising processes and procedures (please describe), changing docket codes in case management systems, or modifying case management systems?
- Would two months from Judicial Council approval of this proposal until its effective date provide sufficient time for implementation?
- How well would this proposal work in courts of different sizes?

Attachments and Links

1. Forms SUM-130, UD-100, UD-105, and UD-116, at pages 9–26
2. Link A: Assembly Bill 863,
leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202520260AB863
3. Link B: Assembly Bill 747,
leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202520260AB747
4. Link C: Assembly Bill 246,
leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202520260AB246

SUMMONS—EVICTION

UNLAWFUL DETAINER / FORCIBLE DETAINER / FORCIBLE ENTRY

Notice!

You have been sued. The court may decide against you without your being heard unless you respond within 10 days. Read the information on page 1 of this form. Translations (for information only) of page 1 are shown on pages 2–6.

Notice! [in Spanish]

You have been sued. The court may decide against you without your being heard unless you respond within 10 days. Read the information on page 1 of this form. A translation (for information only) of page 1 is shown on page 2.

Notice! [in Chinese]

You have been sued. The court may decide against you without your being heard unless you respond within 10 days. Read the information on page 1 of this form. A translation (for information only) of page 1 is shown on page 3.

Notice! [in Korean]

You have been sued. The court may decide against you without your being heard unless you respond within 10 days. Read the information on page 1 of this form. A translation (for information only) of page 1 is shown on page 4.

Notice! [in Tagalog]

You have been sued. The court may decide against you without your being heard unless you respond within 10 days. Read the information on page 1 of this form. A translation (for information only) of page 1 is shown on page 5.

Notice! [in Vietnamese]

You have been sued. The court may decide against you without your being heard unless you respond within 10 days. Read the information on page 1 of this form. A translation (for information only) of page 1 is shown on page 6.

SUMMONS—EVICTION

UNLAWFUL DETAINER / FORCIBLE DETAINER / FORCIBLE ENTRY

Notice to Defendant:

You Are Being Sued by Plaintiff:

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 10 days. You have 10 DAYS, not counting Saturdays and Sundays and other judicial holidays, after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff.

If this summons was served through the Secretary of State's Safe at Home address confidentiality program, you have 15 days from the date of service, not counting Saturdays and Sundays and other judicial holidays, to respond.

A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the Self-Help Guide to the California Courts (selfhelp.courts.ca.gov), your county law library, or the courthouse nearest you. If you do not file your written response on time, the court may decide the case without hearing from you. You may lose the right to live in your rental unit, and the landlord might have you removed without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services website (lawhelpca.org), the Self-Help Guide to the California Courts (selfhelp.courts.ca.gov), or by contacting your local court or county bar association.

FEE WAIVER: If you cannot pay the filing fee, ask the clerk for a fee waiver form. **NOTE:** If you receive a fee waiver and you recover \$10,000 or more by settling the case or otherwise, the court will have a lien on the recovery in the amount of the waived fees. The trial court may decide not to dismiss the case until the lien is paid.

1. The name and address of the court is:

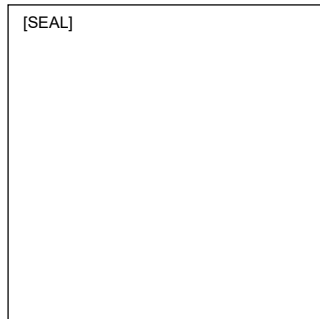
2. The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

3. Did you give compensation (money, property, or anything else of value) to a registered unlawful detainer assistant (does not include lawyers or people supervised by lawyers) for their advice or assistance with this form? (*Bus. & Prof. Code, §§ 6400–6415.*)
 - No Yes (*If yes, complete items 3a–f:*)
 - a. Assistant's name:
 - b. Phone:
 - c. Street address, city, and zip:

 - d. County of registration:
 - e. Registration no.:
 - f. Registration expires on (*date*):

Date: _____ Clerk, by _____, Deputy
(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

<i>FOR COURT USE ONLY</i>
DRAFT Not approved by the Judicial Council 2026-03-06
Case Number: _____



4. **NOTICE TO THE PERSON SERVED:** You are served
 - a. as an individual defendant.
 - b. as the person sued under the fictitious name of (*specify*):
 - c. as an occupant.
 - d. on behalf of (*specify*):

under <input type="checkbox"/> CCP 416.10 (corporation).	<input type="checkbox"/> CCP 416.60 (minor).
<input type="checkbox"/> CCP 416.20 (defunct corporation).	<input type="checkbox"/> CCP 416.70 (conservatee).
<input type="checkbox"/> CCP 416.40 (association or partnership).	<input type="checkbox"/> CCP 416.90 (authorized person).
<input type="checkbox"/> CCP 415.46 (occupant).	<input type="checkbox"/> other (<i>specify</i>):
 - e. by personal delivery on (*date*):

PLAINTIFF: DEFENDANT:	CASE NUMBER:
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5. The lease or rental agreement.

- a. The lease or rental agreement was made on *(date)*:
and was made *(check one)*:
- (1) in writing.
(2) orally.
- b. The lease or rental agreement was made with *(list all defendants who made the agreement)*:
- c. There are defendants who are not named in item 5b. These defendants are *(check all that apply)*:
- (1) subtenants (tenant rented them part of the premises, or the entire premises for part of the remaining time on the lease).
(2) assignees (tenant rented them the entire premises for the entire remaining time on the lease).
(3) other *(specify)*:
- d. The defendants named in item 5b made the agreement with *(check one)*:
- (1) plaintiff.
(2) plaintiff's agent.
(3) plaintiff's predecessor in interest (a previous landlord).
(4) other *(specify)*:
- e. The defendants named in item 5b
- (1) Agreed to rent the premises as a *(check one)*:
- (a) month-to-month tenancy *(check this box if the tenancy was initially for a fixed period but became month-to-month)*.
(b) tenancy for a fixed period of time *(specify length)*:
which expires on *(date)*:
(c) other type of tenancy *(specify)*:
- (2) Agreed to pay rent of \$ _____ payable *(check one)*:
- (a) monthly.
(b) other *(specify frequency)*:
- (3) Agreed to pay rent on *(check one)*:
- (a) the first of the month.
(b) other day *(specify)*:
- f. The agreement was later changed as follows *(specify)*:
- If more space is needed, check here and attach a page labeled "Attachment 5f."*
- g. A copy of the written agreement *(check (1) or (2))*:
- (1) Is attached and labeled Exhibit 1. I have included all addenda and agreements that form the basis of this complaint.
(2) Is not attached because *(check one)*:
- (a) the landlord and the landlord's employees and agents do not have a copy of the written agreement.
(b) this action is only for nonpayment of rent (Code Civ. Proc., § 1162(2)).
(c) the premises are not a residential property (Code Civ. Proc., § 1166(d)).
(d) the agreement was oral only, and a written agreement never existed.



PLAINTIFF: DEFENDANT:	CASE NUMBER:
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6. Notice given to defendant.

a. Defendant was served with the following notice:

- (1) 3-day notice to pay rent or quit
 (2) 3-day notice to quit
 (3) 30-day notice to quit
 (4) 60-day notice to quit
 (5) 30-day notice to vacate under the federal CARES Act (15 U.S.C. § 9058(c))
 (6) 3-day notice to perform covenants or quit *(for tenancies not subject to the Tenant Protection Act)*
 (7) **Final** 3-day notice to quit under Civil Code section 1946.2(c) *for tenancies subject to the Tenant Protection Act.*
 First notice to perform covenants was served on *(date)*:
 (8) Other *(specify)*:

b. The time period stated in the notice checked in 6a expired at the end of the day on *(date)*:

Defendants **did not** comply with the requirements of the notice by that date.

c. All facts stated in the notice are true.

d. The notice included an election of forfeiture.

e. A copy of the notice is attached and labeled Exhibit 2. *(You must attach a copy of the notice if the premises are a residential property. (See Code Civ. Proc., § 1166.) When Civil Code section 1946.2(c) applies and two notices are required, attach copies of both.)*

7. Service of the notice.

a. The notice in item 6 was served on *(name each defendant who was served with the notice)*:

At least one of the defendants listed above was served (1) with a different notice, (2) on a different date, (3) using a different method of service, or (4) with a prior notice required by Civil Code section 1946.2(c). *(If you check this box, use a separate sheet of paper labeled "Attachment 7" to give the information asked for in items 6 and 7 about each defendant who was served differently.)*

The defendant listed above was served on behalf of all defendants who signed a joint rental agreement.

b. The notice in item 6 was served on the defendant in item 7a by *(check (1), (2), (3), (4), or (5))*:

(1) personally handing a copy to defendant on *(date)*: _____ at *(time)*: _____
 at *(address)*: _____

(2) leaving a copy with another adult (18 or older) *(give the person's name or description)*:

on *(date)*: _____ at *(time)*: _____ at defendant's home workplace

at *(address)*: _____

AND mailing a copy to defendant at defendant's home on *(date)*:

at *(address)*: _____

because defendant cannot be found at **their home** or usual **workplace**.

(3) sending a copy by certified or registered mail addressed to defendant on *(date)*:

at *(address)*: _____

(If the notice is a 3-day notice, you cannot choose this option. See Civil Code section 1946.)



PLAINTIFF: DEFENDANT:	CASE NUMBER:
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7. b. (4) posting a copy on the premises on *(date)*: _____ at *(time)*: _____
AND mailing a copy to defendant at the premises on *(date)*: _____
 A copy of the notice was also given to a person who lives at the premises on
(date): _____ at *(time)*: _____
This service method was used because *(check one)*:
(a) The plaintiff doesn't know, and can't find out, where defendant lives and usually works.
(b) A person who is at least 18 years old could not be found at the premises.
- (5) Using the method described in the parties' written commercial lease. *(If the tenancy is residential, you cannot choose this option. Read Civil Code section 1953.)*
- c. Proof of service of the notice in item 6a is attached and labeled Exhibit 3.
8. **Tenant Protection Act of 2019.** The lease or rental agreement described in item 5 *(check a or b)*:
a. is not covered by the Tenant Protection Act of 2019 (Civ. Code, § 1946.2) because *(check one)*:
(1) The premises are not residential property.
(2) At least one of the tenants has not continuously and lawfully occupied the premises for the length of time required by Civil Code section 1946.2(a).
(3) One of the exceptions in Civil Code section 1946.2(e) applies *(list the exception from section 1946.2(e) that applies)*: _____
- b. is covered by the Tenant Protection Act of 2019 and:
(1) the owner waived *(did not require)* the payment of rent for the final month of the tenancy, before the rent was due, under section 1946.2(d)(2). The waived amount was \$ _____
(2) the owner gave a direct payment of one month's rent to *(name each defendant and the amount given to each)*: _____
The amount given was \$ _____
(3) the eviction was for at-fault just cause, so payment or waiver of rent under section 1946.2(d)(1) is not required.
9. **Other information.** *(Complete all items in this section that apply to your case. If an item does not apply, leave it blank.)*
a. Plaintiff demands possession from each defendant *(asks for defendants to be evicted)* because the lease was for a fixed term *(a specific amount of time)* and that time has expired *(ended)*.
b. At the time the 3-day notice to pay rent or quit was served, the amount of rent due was \$ _____
c. The parties have a written agreement that allows plaintiff to ask defendant to pay plaintiff's attorney fees.
d. Plaintiff's complaint includes other facts, claims, or statements, which are written on a separate sheet of paper labeled Attachment 9.
e. Plaintiff accepts the jurisdictional limit, if any, of the court.
10. **Rent control or eviction control.** Is there a local rent control or eviction control law that applies to defendant's lease or rental?
a. No.
b. Yes *(give the city or county, the title of the law, and the date the law was passed)*: _____

Plaintiff has met all the applicable requirements of the law listed above.



PLAINTIFF: DEFENDANT:	CASE NUMBER:
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11. Plaintiff's requests. Plaintiff asks the court to decide that *(check all that apply)*:

- a. Plaintiff is entitled to possession of the premises (defendants are evicted and must leave the premises).
- b. Defendant must pay plaintiff:
 - (1) Plaintiff's costs (such as filing fees) for this case.
 - (2) Past due rent as stated in item 9b.
 - (3) Reasonable attorney fees.
 - (4) The amount of waived rent or relocation assistance stated in item 8b because defendant did not vacate (leave) the premises.
 - (5) The fair rental value of the premises of \$ _____ per day, paid for each day that defendant remains in possession of (continues to occupy) the premises between *(date the notice in item 6a expired)*: and the date that the court enters judgment against defendants (decides against defendants).
 - (6) Statutory damages of up to \$600 because defendant's continued possession is malicious. (Code Civ. Proc., § 1174(b)). *(If you check this box, you must explain the facts that support your claim. Write your explanation of a separate sheet of paper with the title "Attachment 11b(6).")*
- c. The agreement is forfeited (the rental or lease agreement ends).
- d. Other *(specify)*:

12. Unlawful detainer assistant. Did you give compensation (money, property, or anything else of value) to a registered unlawful detainer assistant in exchange for their advice or assistance with this form? *("Unlawful detainer assistant" does not include lawyers or people supervised by lawyers. (Bus. & Prof. Code, §§ 6400–6415.))*

No Yes *(If yes, complete items 12a–f):*

- a. Assistant's name:
- b. Phone:
- c. Street address, city, and zip:

- d. County of registration:
- e. Registration no.:
- f. Registration expires on *(date)*:

13. Number of pages attached to this form:

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 of Plaintiff

Clerk stamps date here when form is filed.

DRAFT

03/18/2026

**NOT APPROVED
BY COUNCIL**

For more information about how to complete this form, visit selfhelp.courts.ca.gov/eviction-tenant/respond.

Fill in court name and street address:

Superior Court of California, County of

Fill in case number:

Case Number:

1 Your Information

If there is more than one defendant (tenants or other residents), you can file one Answer together only if your answers to ③ through ⑬ are the same. If you have different answers for any of those items, each person should file their own Answer.

a. Your Name:

Your Lawyer (if you have one for this case):

Name: _____ State Bar No.: _____

Firm Name: _____

b. Your Address (If you have a lawyer, give your lawyer's information. If you do not have a lawyer and want to keep your home address private, you may give a different mailing address instead. You do not have to give telephone, fax, or email.)

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email Address: _____

c. **If more than one defendant, list second defendant here:**

Name: _____

Address (if different): _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email Address: _____

d. **If more than two defendants, list third defendant here:**

Name: _____

Address (if different): _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email Address: _____

Check here if there are more than three defendants. List the other defendants, including their addresses and contact information, on an attached sheet of paper, and write "Attachment 1" for a title.

2 The plaintiff

The plaintiff is the person who started this eviction case by filing the complaint. Usually, the plaintiff is your landlord. The plaintiff's name will be written on the first page of the complaint.

Plaintiff's Name: _____



Defenses

Defenses are reasons why you should not be evicted. ③ through ⑧ list the most common defenses in eviction cases. You can have more than one defense. Check each box in ③ through ⑧ that applies to you. In ⑨, give the facts that explain why you checked each box. If you have defenses that are not listed, write them in ⑩.

For more information about defenses and the laws they are based on (the sections of the Civil Code, Code of Civil Procedure, and other codes listed on this form), visit selfhelp.courts.ca.gov/eviction-tenant/respond-defenses.

③ My landlord hasn't taken care of the home I rent *(check any that apply)*

- a. The landlord is trying to evict me because they claim that rent is unpaid. My home isn't safe or livable (the landlord "breached the warranty to provide habitable premises") because the landlord hasn't fixed serious problems in the home. These problems were not caused by me or my guests. (Civ. Code, §§ 1941–1941.4; Code Civ. Proc., § 1174.2.)
- b. The landlord is trying to evict me because they claim that rent is unpaid. I paid for repairs the landlord should have made, subtracted the cost of the repairs from my rent, and the landlord didn't give me proper credit. I followed the legally required steps before I withheld rent. (Civ. Code, § 1942.)

④ I did what my landlord asked in the eviction notice, or the notice was changed or canceled *(check any that apply)*

- a. The landlord is trying to evict me because they claim that rent is unpaid. On *(date)*: _____ I tried to pay all the rent listed on the Notice to Pay Rent or Quit before the deadline on the notice, but the landlord wouldn't accept my payment.
- b. The landlord changed or canceled the Notice to Quit. (For example, you were told that you had more time to pay or that you didn't actually have to move out.)
- c. The landlord took money for rent that was due after the eviction notice expired. (Civ. Code, § 1945.)

⑤ The eviction notice doesn't follow the law *(check any that apply)*

- a. The landlord is trying to evict me because they claim that rent is unpaid. The rent they claim is unpaid was due more than one year ago. (Code Civ. Proc., § 1161.)
- b. The eviction notice is missing information or doesn't follow the law in another way. (Code Civ. Proc., § 1161.)
- c. My home is covered by the federal CARES Act and the landlord didn't provide 30 days' notice to vacate. (15 U.S.C. § 9058(c).)

(Property covered by the CARES Act means property where the landlord is participating in a covered housing program as defined by the Violence Against Women Act (34 U.S.C. § 12491(a)); is participating in the rural housing voucher program under section 542 of the Housing Act of 1949 (34 U.S.C. § 12491); or has a federally backed mortgage loan or a federally backed multifamily mortgage loan.)



6 I am protected by the Tenant Protection Act *(check any that apply)*

The Tenant Protection Act (TPA) protects many renters in California, but not all. If the TPA does not apply to you, do not check any of the boxes in **6**. The TPA might **not** apply to you if:

- You're being evicted for a reason that's your fault (like not paying rent, damaging the home, or committing a crime).
- You've lived in the home for less than 12 months, unless there are other tenants living there with you, and all of you have lived there for 12 months or longer, or at least one tenant has lived there for 24 months or more.
- You live in the same home as the owner.
- You live in certain types of housing, like (1) a duplex where the owner lives in the other unit, (2) a home built in the last 15 years, (3) nonprofit or government housing, (4) a dorm or hospital, or (5) temporary housing.
- Your landlord plans to move in, remodel, or take the home off the rental market.
- The government ordered people to leave the home.

(Civ. Code, §§ 1946.2, 1947.12.)

- a. The landlord raised my rent more than the law allows and is trying to evict me based on that increase.
- b. The landlord didn't give me a chance to fix a lease violation before giving me a final 3-day notice to quit.
- c. The landlord wants me to move for a reason covered by the TPA and didn't give me money to help me move.
- d. The landlord didn't give me enough notice before raising the rent and then tried to evict me for not paying the higher amount.
- e. The landlord doesn't have a legal reason to evict me under the TPA.

7 My home is protected by rent control or eviction control laws *(check any that apply)*

- a. The landlord is breaking city or county rent control or eviction control laws. *(In **9**, when explaining why you checked this box, include the title of the law, the city or county, and the date the law was passed.)*
- b. *The landlord is breaking rent control or eviction control laws that apply because my home is part of a federal housing program or was rented using Section 8. (In **9**, when explaining why you checked this box, identify the housing program your home is part of and the laws the landlord is breaking.)*

8 The landlord is treating me unfairly *(check any that apply)*

- a. The landlord is trying to evict me because I reported a problem (such as a code violation, health and safety issue, or other serious problem). (Civ. Code, § 1942.5.)
- b. The landlord is trying to evict me because I called police or emergency services (like an ambulance) to keep someone safe. (Civ. Code, § 1946.8.)
- c. The landlord is trying to evict me because of my race, sex, religion, national origin, marital status, sexual orientation, number of children, job, physical or mental disability, or because I get public help (like benefits). (Unruh Act (Civ. Code, § 51), Fair Employment and Housing Act (Gov. Code, §§ 12955–12956).)
- d. I have a disability and asked the landlord for a change to help me stay in my home (called a “reasonable accommodation”). The landlord refused and is trying to evict me because of my request. (Cal. Code Regs., tit. 2, § 12176(c).)



10 I have other defenses or objections

- I have other defenses or objections to the eviction notice or the complaint. These defenses and objections are *(explain each defense or objection and give facts explaining why it applies to you)*:
- Check here if there is not enough space for your answer. Put your complete answer on an attached sheet of paper, and write "Attachment 10" for a title.

11 Denials

When you read the complaint, you will see a list of numbered statements. If you disagree with a statement or aren't sure if it's true, you can deny it. If you don't deny a statement in the complaint, you are admitting that it is true. If the complaint is asking for more than \$1,000, you cannot check the box for "general denial."

- a. **General denial.** I disagree with everything in the complaint. *(Do not check this box if the complaint is asking for more than \$1,000.)*
- b. **Specific denial.** There are specific statements in the complaint that I don't agree with or don't know if they are true. I have listed these statements below. I admit that the other statements in the complaint are true. *(Identify the statements you disagree with or aren't sure are true (include the item number from form UD-100 for each statement) and explain why. You don't need to repeat information you have given in your answers to other questions. Instead, you can say that the reason you disagree with a statement or aren't sure it's true is given in another answer (for example, "Explained in my answer to question 9."))*:
 - Check here if there is not enough space for your answer. Put your complete answer on an attached sheet of paper, and write "Attachment 11" for a title.

12 Other statements *(check any that apply):*

- a. I vacated (moved out of) the premises on *(date)*: _____
- b. The "fair rental value" listed in the plaintiff's complaint is too high because *(explain)*:
 - Check here if there is not enough space for your answer. Put your complete answer on an attached sheet of paper, and write "Attachment 12b" for a title.



- 12 c. This case should be stayed (paused) because Social Security benefits that I or someone in my household typically receives have been ended, delayed, or reduced for reasons that were not my fault. The landlord is trying to evict me for nonpayment of rent but I was prevented from paying the unpaid rent asked for in the eviction notice because of this problem with Social Security benefits. (Civ. Code, § 1946.3.) *(Explain how and when the benefits were ended, delayed, or reduced, and why it is not your fault):*
- Check here if there is not enough space for your answer. Put your complete answer on an attached sheet of paper, and write "Attachment 12c" for a title.

- d. Other *(explain)*:
- Check here if there is not enough space for your answer. Put your complete answer on an attached sheet of paper, and write "Attachment 12d" for a title.

13 **My requests**

I want the court to make an order that *(check all that apply)*:

- a. The plaintiff does not get anything they asked for in their complaint.
- b. The plaintiff must pay for my costs (such as filing fees) in this case.
- c. The plaintiff must pay my reasonable attorney's fees.
- d. The plaintiff must (1) make repairs and correct the conditions that make my home unsafe or unlivable, and (2) reduce the monthly rent to a reasonable amount until the repairs and corrections are made.
- e. *(Check this box if you checked 12c) This case should be stayed (paused) until 14 days after my Social Security benefits are restored or six months after the stay began, whichever is earlier.*
- f. Other *(explain)*:
 Check here if there is not enough space for your answer. Put your complete answer on an attached sheet of paper, and write "Attachment 13f" for a title.



14 Unlawful detainer assistant

Did you give compensation (money, property, or anything else of value) to a registered unlawful detainer assistant in exchange for their advice or assistance with this form? (“Unlawful detainer assistant” does not include lawyers or people supervised by lawyers. (Bus. & Prof. Code, §§ 6400–6415.))

No Yes (If you checked “yes,” you must complete 14a–f):

a. Assistant’s name: _____

b. Telephone: _____

c. Address: _____

City: _____ State: _____ Zip: _____

d. County of registration: _____

e. Registration no.: _____

f. Registration expires on (date): _____

15 Number of pages attached to this form, if any: _____

(Each defendant participating in this Answer must be named in 1 and must sign below, unless defendant’s lawyer signs.)

Date: _____

Defendant types or prints name here



Defendant or defendant’s lawyer signs here

Date: _____

Second defendant types or prints name here



Second defendant or defendant’s lawyer signs here

Date: _____

Third defendant types or prints name here



Third defendant or defendant’s lawyer signs here

Verification

(Each defendant participating in this Answer must sign the verification below. Use a different verification form if the verification is by a lawyer or is 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 information above is true and correct.

Date: _____

Defendant types or prints name here



Defendant signs here

Date: _____

Second defendant types or prints name here



Second defendant signs here

Date: _____

Third defendant types or prints name here



Third defendant signs here

ATTORNEY OR PARTY WITHOUT ATTORNEY: NAME: FIRM NAME: STREET ADDRESS: CITY: STATE: ZIP CODE: TELEPHONE NO.: FAX NO.: EMAIL ADDRESS: ATTORNEY FOR (<i>name</i>):	STATE BAR NO.:	FOR COURT USE ONLY DRAFT 03/18/2026 NOT APPROVED BY COUNCIL
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:		
PLAINTIFF (<i>Name</i>): DEFENDANT (<i>Name</i>):		
DECLARATION FOR DEFAULT JUDGMENT BY COURT (Unlawful Detainer—Code Civ. Proc., § 585(d))		CASE NUMBER:

1. My name is (*specify*):
 - a. I am the plaintiff in this action.
 - b. I am
 - (1) an owner of the property
 - (2) a manager of the property
 - (3) an agent of the owner
 - (4) other (*specify*):
 - c. I personally know the facts stated in this declaration and, if sworn as a witness, could testify competently about those facts. I am personally familiar with the rental or lease agreement, defendant's payment record, the condition of the property, and defendant's conduct.
2. The property concerning this action is located at (*street address, apartment number, city, and county*):
3. **Lease or rental agreement.**
 - a. The agreement was (*check one*):
 - (1) written
 - (2) oral
 - b. The agreement was made
 - (1) on or about (*date*):
 - (2) with defendant (*name each*):
 - c. The defendant named in 3b agreed to
 - (1) rent the property as a (*check one*):
 - (a) month-to-month tenancy (*check this box if the tenancy was initially for a fixed period but became month-to-month*).
 - (b) tenancy for a fixed period of time (*specify length*):
which expires on (*date*):
 - (c) other *type of tenancy* (*specify*):
 - (2) pay rent of \$
 - (3) pay rent (*check one*)
 - (a) monthly
 - (b) other (*specify frequency*):
 - (4) pay rent on (*check one*)
 - (a) the first of the month
 - (b) other day (*specify*):



PLAINTIFF (Name): DEFENDANT (Name):	CASE NUMBER:
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3. d. The original agreement is attached (*check one*):
- (1) to the original complaint.
 - (2) to the *Application for Immediate Writ of Possession*.
 - (3) to this declaration, labeled Exhibit 3d.
- e. A copy of the agreement, with a declaration and order to admit the copy, is attached (*check one*):
- (1) to the *Application for Immediate Writ of Possession*.
 - (2) to this declaration, labeled Exhibit 3e.
4. **Agreement changed.**
- a. The rent amount changed after the original lease or rental agreement was made. (*If the rent amount changed more than once, explain the most recent rent change in items a(1) to a(3), and check item a(4).*)
- (1) The rent amount was changed from \$ _____ to \$ _____
 - (2) This change became effective on (date): _____
 - (3) This change was made (*check one*):
 - (a) by agreement of the parties and subsequent payment of such rent.
 - (b) by service on defendant of a notice of change in terms pursuant to Civil Code section 827. (*If you check this box, you must complete item 4d.*)
 - (c) under to a written agreement of the parties for change in terms. (*If you check this box, you must complete item 4d or item 4e.*)
 - (4) There was more than one change in rent amount. (*If you check this box, you must list all rent changes and their effective dates on a separate page labeled "Attachment 4a(4)." You can use form MC-025 for this purpose.*)
- b. The due date for rent changed to (*specify day*): _____
- c. A copy of the notice of change in terms is attached to this declaration, labeled Exhibit 4c.
- d. The original agreement for change in terms is attached (*check one*):
- (1) to the original complaint.
 - (2) to the *Application for Immediate Writ of Possession*.
 - (3) to this declaration, labeled Exhibit 4d.
- e. A copy of the agreement for change in terms, with a declaration and order to admit the copy, is attached (*check one*):
- (1) to the *Application for Immediate Writ of Possession*.
 - (2) to this declaration, labeled Exhibit 4e.
5. **Notice to quit.**
- a. Defendant was served with the following notice:
- (1) 3-day notice to pay rent or quit
 - (2) 3-day notice to quit
 - (3) 30-day notice to quit
 - (4) 60-day notice to quit
 - (5) 30-day notice to vacate under the federal CARES Act (15 U.S.C. § 9058(c))
 - (6) 3-day notice to perform covenants or quit (*for tenancies not subject to the Tenant Protection Act*)
 - (7) Final 3-day notice to quit under Civil Code section 1946.2(c) for tenancies subject to the Tenant Protection Act.
First notice to perform covenants was served on (date): _____
 - (8) Other (*specify*): _____



PLAINTIFF (Name): DEFENDANT (Name):	CASE NUMBER:
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5. b. The 3-day notice to pay rent or quit demanded rent due in the amount of (specify): \$ _____ for the rental period beginning on (date) _____ and ending on (date) _____
- c. The total rent demanded in the 3-day notice specified in item 5b is different from the agreed rent in item 3c(2). (If you check this box, you must give the history of dates covered by the 3-day notice and any partial payments received to arrive at the balance demanded in the notice. Give this information on a separate page labeled "Attachment 5c." You can use form MC-025 for this purpose.)
- d. The original notice specified in item 5a, or a copy of the notice, is attached (check one):
- (1) to the original complaint
- (2) this declaration, labeled Exhibit 5d. (The original or a copy of the notice MUST be attached to this declaration if not attached to the original complaint.)
6. **Service of notice.**
- a. The notice in item 5a was served on defendant (name each):
- (1) personally on (date): _____
- (2) by substituted service, including a copy mailed to defendant, on (date): _____
- (3) by sending a copy by certified or registered mail to defendant on (date mailed): _____
- (4) by posting on (date posted): _____ and mailing on (date mailed): _____
- (5) using the method described in the parties' written commercial lease.
- b. A prejudgment claim of right to possession was served on the occupants under Code of Civil Procedure section 415.46.
7. **Proof of service of notice.** The original proof of service of the notice in item 5a, or a copy of the proof of service, is attached to (check one):
- a. the original complaint.
- b. this declaration, labeled Exhibit 7b. (The original proof of service, or a copy of the proof of service, MUST be attached to this declaration if it is not attached to the original complaint.)
8. **Notice expired.** On (date): _____, the notice in item 5a expired at the end of the day. Defendant failed to comply with the requirements of the notice by that date. No money has been received and accepted after the notice expired.
9. The fair rental value of the property is \$ _____ per day, calculated as follows (check a, b, or c):
- a. (rent per month) x (0.03288) (12 months divided by 365 days)
- b. rent per month divided by 30
- c. other valuation (specify): _____
10. **Possession.** The defendant (check one):
- a. vacated the premises on (date): _____
- b. continues to occupy the property on (date of this declaration): _____
11. Declarant has calculated the holdover damages as follows:
- a. Damages demanded in the complaint began on (date): _____
- b. Damages accrued through (date specified in item 10): _____
- c. Number of days that damages accrued (count days using the dates in items 11a and 11b): _____
- d. Total holdover damages ((daily rental value in item 9) x (number of days in item 11c)): \$ _____
12. Reasonable attorney's fees are authorized in the lease or rental agreement by paragraph (specify): _____ and reasonable attorney's fees for plaintiff's attorney (name): _____ are \$ _____
13. Court costs in this case, including the filing fee, are \$ _____



PLAINTIFF (Name): DEFENDANT (Name):	CASE NUMBER:
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14. Declarant requests a judgment on behalf of plaintiff for:

a. A money judgment as follows:

(1) <input type="checkbox"/> Past-due rent (<i>item 5b</i>)	\$
(2) <input type="checkbox"/> Holdover damages (<i>item 11d</i>)	\$
(3) <input type="checkbox"/> Attorney's fees (<i>item 12</i>)	\$
<input type="checkbox"/> Attorney's fees are to be paid only by (name)	
(4) <input type="checkbox"/> Costs (<i>item 13</i>)	\$
(5) <input type="checkbox"/> Other (<i>specify</i>):	\$
(6) TOTAL JUDGMENT	\$

b. Possession of the premises identified in item 2 (check *this box* only if a clerk's judgment for possession was **not** entered).

c. Cancellation of the rental agreement. Forfeiture of the lease.

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 Declarant

Summary of Exhibits

15. Exhibit 3d: Original rental agreement.

16. Exhibit 3e: Copy of rental agreement with declaration and order to admit the copy.

17. Exhibit 4c: Copy of notice of change in terms.

18. Exhibit 4d: Original agreement for change of terms.

19. Exhibit 4e: Copy of agreement for change in terms with declaration and order to admit copy.

20. Exhibit 5d: Original or copy of the notice to quit under item 5a (*MUST be attached to this declaration if it is not attached to original complaint*).

21. Exhibit 7b: Original or copy of proof of service of notice in item 5a (*MUST be attached to this declaration if it is not attached to original complaint*).

22. Other exhibits (*specify number and describe*):