

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: FIRM NAME: STREET ADDRESS: CITY: STATE: ZIP CODE: TELEPHONE NO.: FAX NO.: EMAIL ADDRESS: ATTORNEY FOR (name):	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
PLAINTIFF: DEFENDANT:	
ANSWER—UNLAWFUL DETAINER	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 *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 the statements of the complaint and of *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), as appropriate.)

(b) Defendant claims the following statements on *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).

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2. b. (2) (c) Defendant has no information or belief that the following statements on *Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101) are true, so defendant denies them (state paragraph numbers from form UD-101 or explain below or, if more room needed, on form MC-025):

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

3. **DEFENSES AND OBJECTIONS** (NOTE: For each box checked, you must state brief facts to support it in item 3t (on page 3) or, if more room is needed, on form MC-025. You can learn more about defenses and objections at www.courts.ca.gov/selfhelp-eviction.htm.)

- a. (Nonpayment of rent only) Plaintiff has breached the warranty to provide habitable premises.
- b. (Nonpayment of rent only) Defendant made needed repairs and properly deducted the cost from the rent, and plaintiff did not give proper credit.
- c. (Nonpayment of rent only) On (date): _____ before the notice to pay or quit expired, defendant offered the rent due but plaintiff would not accept it.
- d. (Nonpayment of rent only) Plaintiff's demand for possession is based on nonpayment of rent due more than one year ago.
- e. Plaintiff waived, changed, or canceled the notice to quit.
- f. Plaintiff served defendant with the notice to quit or filed the complaint to retaliate against defendant.
- g. By serving defendant with the notice to quit or filing the complaint, plaintiff is arbitrarily discriminating against the defendant in violation of the Constitution or the laws of the United States or California.
- h. Plaintiff's demand for possession violates the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage): _____
(Also, briefly state in item 3t the facts showing violation of the ordinance.)
- i. Plaintiff's demand for possession is subject to the Tenant Protection Act of 2019, Civil Code section 1946.2 or 1947.12, and is not in compliance with the act. (Check all that apply and briefly state in item 3t the facts that support each.)
- (1) Plaintiff failed to state a just cause for termination of tenancy in the written notice to terminate.
- (2) Plaintiff failed to provide an opportunity to cure any alleged violations of terms and conditions of the lease (other than payment of rent) as required under Civil Code section 1946.2(c).
- (3) Plaintiff failed to comply with the relocation assistance requirements of Civil Code section 1946.2(d).
- (4) Plaintiff has raised the rent more than the amount allowed under Civil Code section 1947.12, and the only unpaid rent is the unauthorized amount.
- (5) Plaintiff violated the Tenant Protection Act in another manner that defeats the complaint.
- j. Plaintiff accepted rent from defendant to cover a period of time after the date the notice to quit expired.
- k. Plaintiff seeks to evict defendant based on an act—against defendant, defendant's immediate family member, or a member of defendant's household—that constitutes domestic violence, sexual assault, stalking, human trafficking, abuse of an elder or a dependent adult, or a crime that caused bodily injury, involved a deadly weapon, or used force or threat of force. (This defense requires one of the following, which may be included with this form: (1) a temporary restraining order, protective order, or police report that is not more than 180 days old; (2) a signed statement from a qualified third party (e.g., a doctor, domestic violence or sexual assault counselor, human trafficking caseworker, psychologist, or a victim of violent crime advocate concerning the injuries or abuse resulting from these acts); or (3) another form of documentation or evidence that verifies that the abuse or violence occurred.)
- (1) The abuse or violence was committed by a person who does not live in the dwelling unit.
- (2) The abuse or violence was committed by a person who lives in the dwelling unit and defendant claims protection from eviction under Code of Civil Procedure section 1161.3(d)(2).
- l. Plaintiff seeks to evict defendant based on defendant or another person calling the police or emergency assistance (e.g., ambulance) by or on behalf of a victim of abuse, a victim of crime, or an individual in an emergency when defendant or the other person believed that assistance was necessary.
- m. Plaintiff's demand for possession of a residential property is based on nonpayment of rent or other financial obligations and (check all that apply)
- (1) plaintiff received or has a pending application for rental assistance from a governmental rental assistance program or some other source relating to the amount claimed in the notice to pay rent or quit. (Health & Saf. Code, §§ 50897.1(d)(2)(B) and 50897.3(e)(2).)

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

4. OTHER STATEMENTS

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

5. DEFENDANT REQUESTS

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

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5. d. that plaintiff be ordered to (1) make repairs and correct the conditions that constitute a breach of the warranty to provide habitable premises and (2) reduce the monthly rent to a reasonable rental value until the conditions are corrected.
- e. Other (specify below or on form MC-025):
 All other requests are stated on form MC-025, titled as Attachment 5e.

6. Number of pages attached: _____

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

7. (Must be completed in all cases.) An **unlawful detainer assistant** did not did for compensation give advice or assistance with this form. If defendant has received **any** help or advice for pay from an unlawful detainer assistant, state
- a. assistant's name: _____ b. telephone number: _____
- c. street address, city, and zip code: _____
- d. county of registration: _____ e. registration number: _____ f. expiration date: _____

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

(TYPE OR PRINT NAME)	▶	(SIGNATURE OF DEFENDANT OR ATTORNEY)
(TYPE OR PRINT NAME)	▶	(SIGNATURE OF DEFENDANT OR ATTORNEY)
(TYPE OR PRINT NAME)	▶	(SIGNATURE OF DEFENDANT OR ATTORNEY)

VERIFICATION

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

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

Date:

(TYPE OR PRINT NAME)	▶	(SIGNATURE OF DEFENDANT)
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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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PROOF OF SERVICE

State of California, County of

I am in the County of California at

I am over the age of 18 and not a party to the within
action.

On , I served the
on the opposing party(s) in this action pursuant to Code of Civil Procedure §1010.6 to:
(Email/FAX) to electronically transmit the document to::

On , I served the
on the opposing party(s) in this action by placing a true copy thereof enclosed in a sealed envelope
with postage thereon fully prepaid in the United States mail at , addressed to:

I declare under penalty of perjury under the laws of the State of California that the above is true
and correct. Executed on at , California

Arrieta Claim

CP10

CLAIMANT OR CLAIMANT'S ATTORNEY (<i>Name and Address</i>): TELEPHONE NO.:	FOR COURT USE ONLY
ATTORNEY FOR (<i>Name</i>):	
NAME OF COURT: SUPERIOR COURT STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	CASE NUMBER:
Plaintiff: Defendant:	(For levying officer use only) Completed form was received on Date: _____ Time: _____ By: _____
CLAIM OF RIGHT TO POSSESSION AND NOTICE OF HEARING	

Complete this form only if ALL of these statements are true:

1. You are NOT named in the accompanying form called *Writ of Possession*.
2. You occupied the premises on or before the date the unlawful detainer (eviction) action was filed. (*The date is in the accompanying Writ of Possession.*)
3. You still occupy the premises.
4. A *Prejudgment Claim of Right to Possession* form was NOT served with the *Summons and Complaint*, OR this eviction results from a foreclosure.

NOTICE: If you are being evicted because of foreclosure, you have additional rights and should seek legal assistance immediately.

I DECLARE THE FOLLOWING UNDER PENALTY OF PERJURY:

1. My name is (*specify*):
2. I reside at (*street address, unit no., city and ZIP code*):

3. The address of "the premises" subject to this claim is (*address*):

Check here if this property was foreclosed on.

4. On (*insert date*): _____, the owner, landlord, or the landlord's authorized agent filed a complaint to recover possession of the premises. (*This date is in the accompanying Writ of Possession.*)
5. I occupied the premises on the date the complaint was filed (*the date in item 4*). I have continued to occupy the premises ever since.
6. I was at least 18 years of age on the date the complaint was filed (*the date in item 4*).
7. I claim a right to possession of the premises because I occupied the premises on the date the complaint was filed (*the date in item 4*).
8. I was not named in the *Writ of Possession*.
9. I understand that if I make this claim of possession, a court hearing will be held to decide whether my claim will be granted.
10. (*Filing fee*) To obtain a court hearing on my claim, I understand that after I present this form to the levying officer I must go to the court and pay a filing fee of \$ _____ or file with the court "*Application for Waiver of Court Fees and Costs.*" I understand that if I don't pay the filing fee or file the form for waiver of court fees within 2 court days, the court will immediately deny my claim.
11. (*Immediate court hearing unless you deposit 15 days' rent*) To obtain a court hearing on my claim, I understand I must also present a copy of this completed complaint form or a receipt from the levying officer. I also understand the date of my hearing will be set immediately if I do not deliver to the court an amount equal to 15 days' rent.

(Continued on reverse)

Plaintiff: Defendant:	CASE NUMBER:
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12. I am filing my claim in the following manner (check the box that shows how you are filing your claim. Note that you must deliver to the court a copy of the claim form or a levying officer's receipt):

- a. I presented this claim form to the sheriff, marshal, or other levying officer, AND within two court days I shall deliver to the court the following: (1) a copy of this completed claim form or a receipt, (2) the court filing fee or form for proceeding in forma pauperis, and (3) an amount equal to 15 days' rent; or
- b. I presented this claim form to the sheriff, marshal, or other levying officer, AND within two court days I shall deliver to the court (1) a copy of this completed claim form or a receipt, and (2) the court filing fee or form for proceeding in forma pauperis.

IMPORTANT: Do not take a copy of this claim form to the court unless you have first given the form to the sheriff, marshal, or other levying officer.

Date of hearing: Address of court:	<i>(To be completed by the court)</i> Time:	Dept. or Div.:	Room:
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NOTICE: If you fail to appear at this hearing you will be evicted without further hearing.

13. **Rental agreement.** I have (check all that apply to you):

- a. an oral rental agreement with the landlord.
- b. a written rental agreement with the landlord.
- c. an oral rental agreement with a person other than the landlord.
- d. a written rental agreement with a person other than the landlord.
- e. a rental agreement with the former owner who lost the property through foreclosure.
- f. other (explain):

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

WARNING: Perjury is a felony punishable by imprisonment in the state prison.

Date: _____

(TYPE OR PRINT NAME)	(SIGNATURE OF CLAIMANT)
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NOTICE: If your claim to possession is found to be valid, the unlawful detainer action against you will be determined at trial. At trial, you may be found liable for rent, costs, and, in some cases, treble damages.

— NOTICE TO OCCUPANTS —

YOU MUST ACT AT ONCE if all the following are true:

1. You are **NOT** named, in the accompanying form called **Writ of Possession**;
2. You occupied the premises on or before the date the unlawful detainer (eviction) action was filed; and
3. You still occupy the premises.
4. A Prejudgment Claim of Right to Possession form was **NOT** served with the Summons and Complaint, **OR** you are being evicted due to foreclosure.

You can complete and SUBMIT THIS CLAIM FORM

(1) Before the date of eviction at the sheriff's or marshal's office located at (address):

(2) OR at the premises at the time of the eviction. (Give this form to the officer who comes to evict you.)

If you do not complete and submit this form (and pay a filing fee or file the form for proceeding in forma pauperis if you cannot pay the fee), **YOU WILL BE EVICTED** along with the parties named in the writ.

After this form is properly filed, A HEARING WILL BE HELD to decide your claim. If you do not appear at the hearing, you will be evicted without a further hearing.

Prejudgment Claim

CP10.5

NOTICE: EVERYONE WHO LIVES IN THIS RENTAL UNIT MAY BE EVICTED BY COURT ORDER. READ THIS FORM IF YOU LIVE HERE AND IF YOUR NAME IS NOT ON THE ATTACHED SUMMONS AND COMPLAINT.

1. If you live here and you do not complete and submit this form, you may be evicted without further hearing by the court along with the persons named in the Summons and Complaint.
2. You must file this form within 10 days of the date of service listed in the box on the right hand side of this form.
 - **Exception:** If you are a tenant being evicted after your landlord lost the property to foreclosure, the 10-day deadline does not apply to you and you may file this form at any time before judgment is entered.
3. If you file this form, your claim will be determined in the eviction action against the persons named in the complaint.
4. If you do not file this form, you may be evicted without further hearing.
5. If you are a tenant being evicted due to foreclosure, you have additional rights and should seek legal advice immediately.

CLAIMANT OR CLAIMANT'S ATTORNEY (<i>Name and Address</i>): TELEPHONE NO.:	FOR COURT USE ONLY
ATTORNEY FOR (<i>Name</i>):	
NAME OF COURT: SUPERIOR COURT STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
Plaintiff: Defendant:	
PREJUDGMENT CLAIM OF RIGHT TO POSSESSION	CASE NUMBER:
Complete this form only if ALL of these statements are true: 1. You are NOT named in the accompanying Summons and Complaint. 2. You occupied the subject premises on or before the date the unlawful detainer (eviction) complaint was filed. (The date is in the accompanying Summons and Complaint.) 3. You still occupy the subject premises.	(<i>To be completed by the process server</i>) DATE OF SERVICE: (<i>Date that form is served or delivered, posted, and mailed by the officer or process server</i>)

I DECLARE THE FOLLOWING UNDER PENALTY OF PERJURY:

1. My name is (*specify*):
2. I reside at (*street address, unit no., city and ZIP code*):
3. The address of "the premises" subject to this claim is (*address*):
4. On (*insert date*): _____, the landlord or the landlord's authorized agent filed a complaint to recover possession of the premises. (*This date is in the accompanying Summons and Complaint.*)
5. I occupied the premises on the date the complaint was filed (*the date in item 4*). I have continued to occupy the premises ever since.
6. I was at least 18 years of age on the date the complaint was filed (*the date in item 4*).
7. I claim a right to possession of the premises because I occupied the premises on the date the complaint was filed (*the date in item 4*).
8. I was not named in the Summons and Complaint.
9. I understand that if I make this claim of possession, I will be added as a defendant to the unlawful detainer (eviction) action.
10. (*Filing fee*) I understand that I must go to the court and pay a filing fee of \$ _____ or file with the court an "Application for Waiver of Court Fees and Costs." I understand that if I don't pay the filing fee or file the form for waiver of court fees, I will not be entitled to make a claim of right to possession.

(Continued on reverse)

Plaintiff: Defendant:	CASE NUMBER:
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- 11. If my landlord lost this property to foreclosure, I understand that I can file this form at any time before judgment is entered, and that I have additional rights and should seek legal advice.
- 12. I understand that I will have *five days* (excluding court holidays) to file a response to the Summons and Complaint after I file this Prejudgment Claim of Right to Possession form.

NOTICE: If you fail to file this claim, you may be evicted without further hearing.

13. **Rental agreement.** I have (*check all that apply to you*):

- a. an oral or written rental agreement with the landlord.
- b. an oral or written rental agreement with a person other than the landlord.
- c. an oral or written rental agreement with the former owner who lost the property to foreclosure.
- d. other (*explain*):

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

WARNING: Perjury is a felony punishable by imprisonment in the state prison.

Date:

(TYPE OR PRINT NAME)



(SIGNATURE OF CLAIMANT)

NOTICE: If you file this claim to possession, the unlawful detainer action against you will be determined at trial. At trial, you may be found liable for rent, costs, and, in some cases, treble damages.

— NOTICE TO OCCUPANTS —

YOU MUST ACT AT ONCE if all the following are true:

- 1. You are **NOT** named in the accompanying **Summons and Complaint**.
- 2. You occupied the premises on or before the date the unlawful detainer (eviction) complaint was filed.
- 3. You still occupy the premises.

You can complete and SUBMIT THIS CLAIM FORM WITHIN 10 DAYS from the date of service (on the form) at the court where the unlawful detainer (eviction) complaint was filed. If you are a tenant and your landlord lost the property you occupy through foreclosure, this 10-day deadline does not apply to you. You may file this form at any time before judgment is entered. You should seek legal advice immediately.

If you do not complete and submit this form (and pay a filing fee or file a fee waiver form if you cannot pay the fee), YOU WILL BE EVICTED.

After this form is properly filed, you will be added as a defendant in the unlawful detainer (eviction) action and your right to occupy the premises will be decided by the court. *If you do not file this claim, you may be evicted without a hearing.*

This is NOT sent to the landlord, only filed in court

FW-001

Request to Waive Court Fees

CONFIDENTIAL

Clerk stamps date here when form is filed.

If you are getting public benefits, are a low-income person, or do not have enough income to pay for your household's basic needs and your court fees, you may use this form to ask the court to waive your court fees. The court may order you to answer questions about your finances. If the court waives the fees, you may still have to pay later if:

- You cannot give the court proof of your eligibility,
- Your financial situation improves during this case, or
- You settle your civil case for **\$10,000** or more. The trial court that waives your fees will have a lien on any such settlement in the amount of the waived fees and costs. The court may also charge you any collection costs.

Fill in court name and street address:

Superior Court of California, County of

Fill in case number and name:

Case Number:

Case Name:

1 Your Information (*person asking the court to waive the fees*):

Name: _____

Street or mailing address: _____

City: _____ State: CA _____

Zip: Phone: _____

2 Your Job, if you have one (*job title*): _____

Name of employer: _____

Employer's address: _____

3 Your Lawyer, if you have one (*name, firm or affiliation, address, phone number, and State Bar number*):

a. The lawyer has agreed to advance all or a portion of your fees or costs (*check one*): Yes No

b. (*If yes, your lawyer must sign here*) Lawyer's signature: _____
If your lawyer is not providing legal-aid type services based on your low income, you may have to go to a hearing to explain why you are asking the court to waive the fees.

4 What court's fees or costs are you asking to be waived?

- Superior Court (See *Information Sheet on Waiver of Superior Court Fees and Costs* (form FW-001-INFO).)
- Supreme Court, Court of Appeal, or Appellate Division of Superior Court (See *Information Sheet on Waiver of Appellate Court Fees* (form APP-015/FW-015-INFO).)

5 Why are you asking the court to waive your court fees?

- a. I receive (*check all that apply; see form FW-001-INFO for definitions*):
- Food Stamps Supp. Sec. Inc. SSP Medi-Cal County Relief/Gen. Assist. IHSS
 - CalWORKS or Tribal TANF CAPI WIC Unemployment
- b. My gross monthly household income (before deductions for taxes) is less than the amount listed below. (*If you check 5b, you must fill out 7, 8, and 9 on page 2 of this form.*)

Family Size	Family Income	Family Size	Family Income	Family Size	Family Income	<i>If more than 6 people at home, add \$896.67 for each extra person.</i>
1	\$2,510.00	3	\$4,303.34	5	\$6,096.67	
2	\$3,406.67	4	\$5,200.00	6	\$6,993.34	

- c. I do not have enough income to pay for my household's basic needs *and* the court fees. I ask the court to: (*check one and you **must** fill out page 2*):
- waive all court fees and costs
 - waive some of the court fees
 - let me make payments over time

6 Check here if you asked the court to waive your court fees for this case in the last six months. (*If your previous request is reasonably available, please attach it to this form and check here*):

I declare under penalty of perjury under the laws of the State of California that the information I have provided on this form and all attachments is true and correct.

Date: _____

Print your name here

Sign here



Your name: _____

If you checked 5a on page 1, do not fill out below. If you checked 5b, fill out questions 7, 8, and 9 only. If you checked 5c, you **must** fill out this entire page. If you need more space, attach form MC-025 or attach a sheet of paper and write Financial Information and your name and case number at the top.

7 Check here if your income changes a lot from month to month. If it does, complete the form based on your average income for the past 12 months.

8 Your Gross Monthly Income

a. List the source and amount of **any** income you get each month, including: wages or other income from work before deductions, spousal/child support, retirement, social security, disability, unemployment, military basic allowance for quarters (BAQ), veterans payments, dividends, interest, trust income, annuities, net business or rental income, reimbursement for job-related expenses, gambling or lottery winnings, etc.

- (1) _____ \$ _____
- (2) _____ \$ _____
- (3) _____ \$ _____
- (4) _____ \$ _____

b. Your total monthly income: \$ _____

9 Household Income

a. List the income of all other persons living in your home who depend in whole or in part on you for support, or on whom you depend in whole or in part for support.

Name	Age	Relationship	Gross Monthly Income
(1) _____	_____	_____	\$ _____
(2) _____	_____	_____	\$ _____
(3) _____	_____	_____	\$ _____
(4) _____	_____	_____	\$ _____

b. Total monthly income of persons above: \$ _____

Total monthly income and household income (8b plus 9b): \$ _____

10 Your Money and Property

- a. Cash \$ _____
- b. All financial accounts (List bank name and amount):
 - (1) _____ \$ _____
 - (2) _____ \$ _____
 - (3) _____ \$ _____

c. Cars, boats, and other vehicles

Make / Year	Fair Market Value	How Much You Still Owe
(1) _____	\$ _____	\$ _____
(2) _____	\$ _____	\$ _____
(3) _____	\$ _____	\$ _____

d. Real estate

Address	Fair Market Value	How Much You Still Owe
(1) _____	\$ _____	\$ _____
(2) _____	\$ _____	\$ _____

e. Other personal property (jewelry, furniture, furs, stocks, bonds, etc.):

Describe	Fair Market Value	How Much You Still Owe
(1) _____	\$ _____	\$ _____
(2) _____	\$ _____	\$ _____

11 Your Monthly Deductions and Expenses

- a. List any payroll deductions and the monthly amount below:
 - (1) _____ \$ _____
 - (2) _____ \$ _____
 - (3) _____ \$ _____
 - (4) _____ \$ _____
- b. Rent or house payment & maintenance \$ _____
- c. Food and household supplies \$ _____
- d. Utilities and telephone \$ _____
- e. Clothing \$ _____
- f. Laundry and cleaning \$ _____
- g. Medical and dental expenses \$ _____
- h. Insurance (life, health, accident, etc.) \$ _____
- i. School, child care \$ _____
- j. Child, spousal support (another marriage) \$ _____
- k. Transportation, gas, auto repair and insurance \$ _____
- l. Installment payments (list each below):
 - Paid to:
 - (1) _____ \$ _____
 - (2) _____ \$ _____
 - (3) _____ \$ _____
- m. Wages/earnings withheld by court order \$ _____
- n. Any other monthly expenses (list each below).

Paid to:	How Much?
(1) _____	\$ _____
(2) _____	\$ _____
(3) _____	\$ _____

Total monthly expenses (add 11a – 11n above): \$ _____

To list any other facts you want the court to know, such as unusual medical expenses, etc., attach form MC-025 or attach a sheet of paper and write Financial Information and your name and case number at the top.

Check here if you attach another page.

Important! If your financial situation or ability to pay court fees improves, you must notify the court within five days on form FW-010.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): ATTORNEY FOR (Name): SUPERIOR COURT OF CALIFORNIA, COUNTY OF: SHORT TITLE:	<p style="text-align: center;">UNLAWFUL DETAINER ASSISTANT (Check one box): An unlawful detainer assistant <input type="checkbox"/> did <input type="checkbox"/> did not for compensation give advice or assistance with this form. (If one did, state the following): ASSISTANT'S NAME: ADDRESS: TEL. NO.: COUNTY OF REGISTRATION: REGISTRATION NO.: EXPIRES (DATE):</p>
FORM INTERROGATORIES—UNLAWFUL DETAINER	
<p style="text-align: center;">Asking Party:</p> <p style="text-align: center;">Answering Party:</p> <p style="text-align: center;">Set No.:</p>	CASE NUMBER:

Sec. 1. Instructions to All Parties

- (a) These are general instructions. For time limitations, requirements for service on other parties, and other details, see Code of Civil Procedure sections 2030.010-2030.410 and the cases construing those sections.
- (b) These interrogatories do not change existing law relating to interrogatories nor do they affect an answering party's right to assert any privilege or objection.

Sec. 2. Instructions to the Asking Party

- (a) These interrogatories are designed for optional use in unlawful detainer proceedings.
- (b) There are restrictions that generally limit the number of interrogatories that may be asked and the form and use of the interrogatories. For details, read Code of Civil Procedure sections 2030.030–2030.070.
- (c) In determining whether to use these or any interrogatories, you should be aware that abuse can be punished by sanctions, including fines and attorney fees. See Code of Civil Procedure section 128.7.
- (d) Check the box next to each interrogatory that you want the answering party to answer. Use care in choosing those interrogatories that are applicable to the case.
- (e) Additional interrogatories may be attached.

Sec. 3. Instructions to the Answering Party

- (a) An answer or other appropriate response must be given to each interrogatory checked by the asking party. Failure to respond to these interrogatories properly can be punished by sanctions, including contempt proceedings, fine, attorneys fees, and the loss of your case. See Code of Civil Procedure sections 128.7 and 2030.300.
- (b) As a general rule, within five days after you are served with these interrogatories, you must serve your responses on the asking party and serve copies of your responses on all other parties to the action who have appeared. See Code of Civil Procedure sections 2030.260–2030.270 for details.

(c) Each answer must be as complete and straightforward as the information reasonably available to you permits. If an interrogatory cannot be answered completely, answer it to the extent possible.

(d) If you do not have enough personal knowledge to fully answer an interrogatory, say so, but make a reasonable and good faith effort to get the information by asking other persons or organizations, unless the information is equally available to the asking party.

(e) Whenever an interrogatory may be answered by referring to a document, the document may be attached as an exhibit to the response and referred to in the response. If the document has more than one page, refer to the page and section where the answer to the interrogatory can be found.

(f) Whenever an address and telephone number for the same person are requested in more than one interrogatory, you are required to furnish them in answering only the first interrogatory asking for that information.

(g) Your answers to these interrogatories must be verified, dated, and signed. You may wish to use the following form *at the end of your answers*:

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

(DATE)

(SIGNATURE)

Sec. 4. Definitions

Words in **BOLDFACE CAPITALS** in these interrogatories are defined as follows:

- (a) **PERSON** includes a natural person, firm, association, organization, partnership, business, trust, corporation, or public entity.
- (b) **PLAINTIFF** includes any **PERSON** who seeks recovery of the **RENTAL UNIT** whether acting as an individual or on someone else's behalf and includes all such **PERSONS** if more than one.

(c) **LANDLORD** includes any **PERSON** who offered the **RENTAL UNIT** for rent and any **PERSON** on whose behalf the **RENTAL UNIT** was offered for rent and their successors in interest. **LANDLORD** includes all **PERSONS** who managed the **PROPERTY** while defendant was in possession.

(d) **RENTAL UNIT** is the premises **PLAINTIFF** seeks to recover.

(e) **PROPERTY** is the building or parcel (including common areas) of which the **RENTAL UNIT** is a part. (For example, if **PLAINTIFF** is seeking to recover possession of apartment number 12 of a 20-unit building, the building is the **PROPERTY** and apartment 12 is the **RENTAL UNIT**. If **PLAINTIFF** seeks possession of cottage number 3 in a five-cottage court or complex, the court or complex is the **PROPERTY** and cottage 3 is the **RENTAL UNIT**.)

(f) **DOCUMENT** means a writing, as defined in Evidence Code section 250, and includes the original or a copy of handwriting, typewriting, printing, photostating, photographing, electronically stored information, and every other means of recording upon any tangible thing and form of communicating or representation, including letters, words, pictures, sounds, or symbols, or combinations of them.

(g) **NOTICE TO QUIT** includes the original or copy of any notice mentioned in Code of Civil Procedure section 1161 or Civil Code section 1946, including a 3-day notice to pay rent and quit the **RENTAL UNIT**, a 3-day notice to perform conditions or covenants or quit, a 3-day notice to quit, and a 30-day notice of termination.

(h) **ADDRESS** means the street address, including the city, state, and zip code.

Sec. 5. Interrogatories

The following interrogatories have been approved by the Judicial Council under section 2033.710 of the Code of Civil Procedure for use in unlawful detainer proceedings:

CONTENTS

- 70.0 General
- 71.0 Notice
- 72.0 Service
- 73.0 Malicious Holding Over
- 74.0 Rent Control and Eviction Control
- 75.0 Breach of Warranty to Provide Habitable Premises
- 76.0 Waiver, Change, Withdrawal, or Cancellation of Notice to Quit
- 77.0 Retaliation and Arbitrary Discrimination
- 78.0 Nonperformance of the Rental Agreement by Landlord
- 79.0 Offer of Rent by Defendant
- 80.0 Deduction from Rent for Necessary Repairs
- 81.0 Fair Market Rental Value

70.0 General

[Either party may ask any applicable question in this section.]

70.1 State the name, **ADDRESS**, telephone number, and relationship to you of each **PERSON** who prepared or assisted in the preparation of the responses to these interrogatories. (Do not identify anyone who simply typed or reproduced the responses.)

70.2 Is **PLAINTIFF** an owner of the **RENTAL UNIT**? If so, state:
 (a) the nature and percentage of ownership interest;
 (b) the date **PLAINTIFF** first acquired this ownership interest.

70.3 Does **PLAINTIFF** share ownership or lack ownership? If so, state the name, the **ADDRESS**, and the nature and percentage of ownership interest of each owner.

70.4 Does **PLAINTIFF** claim the right to possession other than as an owner of the **RENTAL UNIT**? If so, state the basis of the claim.

70.5 Has **PLAINTIFF'S** interest in the **RENTAL UNIT** changed since acquisition? If so, state the nature and dates of each change.

70.6 Are there other rental units on the **PROPERTY**? If so, state how many.

70.7 During the 12 months before this proceeding was filed, did **PLAINTIFF** possess a permit or certificate of occupancy for the **RENTAL UNIT**? If so, for each state:
 (a) the name and **ADDRESS** of each **PERSON** named on the permit or certificate;
 (b) the dates of issuance and expiration;
 (c) the permit or certificate number

70.8 Has a last month's rent, security deposit, cleaning fee, rental agency fee, credit check fee, key deposit, or any other deposit been paid on the **RENTAL UNIT**? If so, for each item state:
 (a) the purpose of the payment;
 (b) the date paid;
 (c) the amount;
 (d) the form of payment;
 (e) the name of the **PERSON** paying;
 (f) the name of the **PERSON** to whom it was paid;
 (g) any **DOCUMENT** which evidences payment and the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**;
 (h) any adjustments or deductions including facts.

70.9 State the date defendant first took possession of the **RENTAL UNIT**.

70.10 State the date and all the terms of any rental agreement between defendant and the **PERSON** who rented to defendant.

70.11 For each agreement alleged in the pleadings:
 (a) identify all **DOCUMENTS** that are part of the agreement and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**;
 (b) state each part of the agreement not in writing, the name, **ADDRESS**, and telephone number of each **PERSON** agreeing to that provision, and the date that part of the agreement was made;
 (c) identify all **DOCUMENTS** that evidence each part of the agreement not in writing and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**;
 (d) identify all **DOCUMENTS** that are part of each modification to the agreement, and for each state

the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT** (see also §71.5);

- (e) state each modification not in writing, the date, and the name, **ADDRESS**, and telephone number of the **PERSON** agreeing to the modification, and the date the modification was made (see also §71.5).
- (f) identify all **DOCUMENTS** that evidence each modification of the agreement not in writing and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT** (see also §71.5).

- 70.12 Has any **PERSON** acting on the **PLAINTIFF'S** behalf been responsible for any aspect of managing or maintaining the **RENTAL UNIT** or **PROPERTY**? If so, for each **PERSON** state:
- (a) the name, **ADDRESS**, and telephone number;
 - (b) the dates the **PERSON** managed or maintained the **RENTAL UNIT** or **PROPERTY**;
 - (c) the **PERSON'S** responsibilities.

- 70.13 For each **PERSON** who occupies any part of the **RENTAL UNIT** (except occupants named in the complaint and occupants' children under 17) state:
- (a) the name, **ADDRESS**, telephone number, and birthdate;
 - (b) the inclusive dates of occupancy;
 - (c) a description of the portion of the **RENTAL UNIT** occupied;
 - (d) the amount paid, the term for which it was paid, and the person to whom it was paid;
 - (e) the nature of the use of the **RENTAL UNIT**;
 - (f) the name, **ADDRESS**, and telephone number of the person who authorized occupancy;
 - (g) how occupancy was authorized, including failure of the **LANDLORD** or **PLAINTIFF** to protest after discovering the occupancy.

- 70.14 Have you or anyone acting on your behalf obtained any **DOCUMENT** concerning the tenancy between any occupant of the **RENTAL UNIT** and any **PERSON** with an ownership interest or managerial responsibility for the **RENTAL UNIT**? If so, for each **DOCUMENT** state:
- (a) the name, **ADDRESS**, and telephone number of each individual from whom the **DOCUMENT** was obtained;
 - (b) the name, **ADDRESS**, and telephone number of each individual who obtained the **DOCUMENT**;
 - (c) the date the **DOCUMENT** was obtained;
 - (d) the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT** (original or copy).

71.0 Notice

[If a defense is based on allegations that the 3-day notice or 30-day NOTICE TO QUIT is defective in form or content, then either party may ask any applicable question in this section.]

- 71.1 Was the **NOTICE TO QUIT** on which **PLAINTIFF** bases this proceeding attached to the complaint? If not, state the contents of this notice.
- 71.2 State all reasons that the **NOTICE TO QUIT** was served and for each reason:
- (a) state all facts supporting **PLAINTIFF'S** decision to terminate defendant's tenancy;

- (b) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts;
- (c) identify all **DOCUMENTS** that support the facts and state the name, **ADDRESS**, and telephone number of each **PERSON** who has each **DOCUMENT**.

- 71.3 List all rent payments and rent credits made or claimed by or on behalf of defendant beginning 12 months before the **NOTICE TO QUIT** was served. For each payment or credit state:
- (a) the amount;
 - (b) the date received;
 - (c) the form in which any payment was made;
 - (d) the services performed or other basis for which a credit is claimed;
 - (e) the period covered;
 - (f) the name of each **PERSON** making the payment or earning the credit;
 - (g) the identity of all **DOCUMENTS** evidencing the payment or credit and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**.

- 71.4 Did defendant ever fail to pay the rent on time? If so, for each late payment state:
- (a) the date;
 - (b) the amount of any late charge;
 - (c) the identity of all **DOCUMENTS** recording the payment and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**.

- 71.5 Since the beginning of defendant's tenancy, has **PLAINTIFF** ever raised the rent? If so, for each rent increase state:
- (a) the date the increase became effective;
 - (b) the amount;
 - (c) the reasons for the rent increase;
 - (d) how and when defendant was notified of the increase;
 - (e) the identity of all **DOCUMENTS** evidencing the increase and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**.

[See also section 70.11 (d) - (f).]

- 71.6 During the 12 months before the **NOTICE TO QUIT** was served was there a period during which there was no permit or certificate of occupancy for the **RENTAL UNIT**? If so, for each period state:
- (a) the inclusive dates;
 - (b) the reasons.

- 71.7 Has any **PERSON** ever reported any nuisance or disturbance at or destruction of the **RENTAL UNIT** or **PROPERTY** caused by defendant or other occupant of the **RENTAL UNIT** or their guests? If so, for each report state:
- (a) a description of the disturbance or destruction;
 - (b) the date of the report;
 - (c) the name of the **PERSON** who reported;
 - (d) the name of the **PERSON** to whom the report was made;
 - (e) what action was taken as a result of the report;
 - (f) the identity of all **DOCUMENTS** evidencing the report and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has each **DOCUMENT**.

- 71.8 Does the complaint allege violation of a term of a rental agreement or lease (other than nonpayment of rent)? If so, for each covenant:
- identify the covenant breached;
 - state the facts supporting the allegation of a breach;
 - state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts;
 - identify all **DOCUMENTS** that support the facts and state the name, **ADDRESS**, and telephone number of each **PERSON** who has each **DOCUMENT**.

- 71.9 Does the complaint allege that the defendant has been using the **RENTAL UNIT** for an illegal purpose? If so, for each purpose:
- identify the illegal purpose;
 - state the facts supporting the allegations of illegal use;
 - state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts;
 - identify all **DOCUMENTS** that support the facts and state the name, **ADDRESS**, and telephone number of each **PERSON** who has each **DOCUMENT**.

[Additional interrogatories on this subject may be found in sections 75.0, 78.0, 79.0, and 80.0.]

72.0 Service

*[If a defense is based on allegations that the **NOTICE TO QUIT** was defectively served, then either party may ask any applicable question in this section.]*

- 72.1 Does defendant contend (or base a defense or make any allegations) that the **NOTICE TO QUIT** was defectively served? If the answer is "no", do not answer interrogatories 72.2 through 72.3.
- 72.2 Does **PLAINTIFF** contend that the **NOTICE TO QUIT** referred to in the complaint was served? If so, state:
- the kind of notice;
 - the date and time of service;
 - the manner of service;
 - the name and **ADDRESS** of the person who served it;
 - a description of any **DOCUMENT** or conversation between defendant and the person who served the notice.
- 72.3 Did any person receive the **NOTICE TO QUIT** referred to in the complaint? If so, for each copy of each notice state:
- the name of the person who received it;
 - the kind of notice;
 - how it was delivered;
 - the date received;
 - where it was delivered;
 - the identity of all **DOCUMENTS** evidencing the notice and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**.

73.0 Malicious Holding Over

[If a defendant denies allegations that defendant's continued possession is malicious, then either party may ask any applicable question in this section. Additional questions in section 75.0 may also be applicable.]

- 73.1 If any rent called for by the rental agreement is unpaid, state the reasons and the facts upon which the reasons are based.
- 73.2 Has defendant made attempts to secure other premises since the service of the **NOTICE TO QUIT** or since the service of the summons and complaint? If so, for each attempt:
- state all facts indicating the attempt to secure other premises;
 - state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts;
 - identify all **DOCUMENTS** that support the facts and state the name, **ADDRESS**, and telephone number of each **PERSON** who has each **DOCUMENT**.

- 73.3 State the facts upon which **PLAINTIFF** bases the allegation of malice.

74.0 Rent Control and Eviction Control

- 74.1 Is there an ordinance or other local law in this jurisdiction which limits the right to evict tenants? If your answer is no, you need not answer sections 74.2 through 74.6.
- 74.2 For the ordinance or other local law limiting the right to evict tenants, state:
- the title or number of the law;
 - the locality.
- 74.3 Do you contend that the **RENTAL UNIT** is exempt from the eviction provisions of the ordinance or other local law identified in section 74.2? If so, state the facts upon which you base your contention.
- 74.4 Is this proceeding based on allegations of a need to recover the **RENTAL UNIT** for use of the **LANDLORD** or the landlord's relative? If so, for each intended occupant state:
- the name;
 - the residence **ADDRESSES** from three years ago to the present;
 - the relationship to the **LANDLORD**;
 - all the intended occupant's reasons for occupancy;
 - all rental units on the **PROPERTY** that were vacated within 60 days before and after the date the **NOTICE TO QUIT** was served.
- 74.5 Is the proceeding based on an allegation that the **LANDLORD** wishes to remove the **RENTAL UNIT** from residential use temporarily or permanently (for example, to rehabilitate, demolish, renovate, or convert)? If so, state:
- each reason for removing the **RENTAL UNIT** from residential use;
 - what physical changes and renovation will be made to the **RENTAL UNIT**;
 - the date the work is to begin and end;
 - the number, date, and type of each permit for the change or work;

- (e) the identity of each **DOCUMENT** evidencing the intended activity (for example, blueprints, plans, applications for financing, construction contracts) and the name, **ADDRESS**, and telephone number of each **PERSON** who has each **DOCUMENT**.

- 74.6 Is the proceeding based on any ground other than those stated in sections 74.4 and 74.5? If so, for each:
- state each fact supporting or opposing the ground;
 - state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts;
 - identify all **DOCUMENTS** evidencing the facts and state the name, **ADDRESS**, and telephone number of each **PERSON** who has each **DOCUMENT**.

75.0 Breach of Warranty to Provide Habitable Premises

[If plaintiff alleges nonpayment of rent and defendant bases his defense on allegations of implied or express breach of warranty to provide habitable residential premises, then either party may ask any applicable question in this section.]

- 75.1 Do you know of any conditions in violation of state or local building codes, housing codes, or health codes, conditions of dilapidation, or other conditions in need of repair in the **RENTAL UNIT** or on the **PROPERTY** that affected the **RENTAL UNIT** at any time defendant has been in possession? If so, state:
- the type of condition;
 - the kind of corrections or repairs needed;
 - how and when you learned of these conditions;
 - how these conditions were caused;
 - the name, **ADDRESS**, and telephone number of each **PERSON** who has caused these conditions.
- 75.2 Have any corrections, repairs, or improvements been made to the **RENTAL UNIT** since the **RENTAL UNIT** was rented to defendant? If so, for each correction, repair, or improvement state:
- a description giving the nature and location;
 - the date;
 - the name, **ADDRESS**, and telephone number of each **PERSON** who made the repairs or improvements;
 - the cost;
 - the identity of any **DOCUMENT** evidencing the repairs or improvements;
 - if a building permit was issued, state the issuing agencies and the permit number of your copy.
- 75.3 Did defendant or any other **PERSON** during 36 months before the **NOTICE TO QUIT** was served or during defendant's possession of the **RENTAL UNIT** notify the **LANDLORD** or his agent or employee about the condition of the **RENTAL UNIT** or **PROPERTY**? If so, for each written or oral notice state:
- the substance;
 - who made it;
 - when and how it was made;
 - the name and **ADDRESS** of each **PERSON** to whom it was made;
 - the name and **ADDRESS** of each person who knows about it;
 - the identity of each **DOCUMENT** evidencing the notice and the name, **ADDRESS**, and telephone number of each **PERSON** who has it;

- the response made to the notice;
- the efforts made to correct the conditions;
- whether the **PERSON** who gave notice was an occupant of the **PROPERTY** at the time of the complaint.

- 75.4 During the period beginning 36 months before the **NOTICE TO QUIT** was served to the present, was the **RENTAL UNIT** or **PROPERTY** (including other rental units) inspected for dilapidations or defective conditions by a representative of any governmental agency? If so, for each inspection state:
- the date;
 - the reason;
 - the name of the governmental agency;
 - the name, **ADDRESS**, and telephone number of each inspector;
 - the identity of each **DOCUMENT** evidencing each inspection and the name, **ADDRESS**, and telephone number of each **PERSON** who has it.
- 75.5 During the period beginning 36 months before the **NOTICE TO QUIT** was served to the present, did **PLAINTIFF** or **LANDLORD** receive a notice or other communication regarding the condition of the **RENTAL UNIT** or **PROPERTY** (including other rental units) from a governmental agency? If so, for each notice or communication state:
- the date received;
 - the identity of all parties;
 - the substance of the notice or communication;
 - the identity of each **DOCUMENT** evidencing the notice or communication and the name, **ADDRESS**, and telephone number of each **PERSON** who has it.
- 75.6 Was there any corrective action taken in response to the inspection or notice or communication identified in sections 75.4 and 75.5? If so, for each:
- identify the notice or communication;
 - identify the condition;
 - describe the corrective action;
 - identify each **DOCUMENT** evidencing the corrective action and the name, **ADDRESS**, and telephone number of each **PERSON** who has it.
- 75.7 Has the **PROPERTY** been appraised for sale or loan during the period beginning 36 months before the **NOTICE TO QUIT** was served to the present? If so, for each appraisal state:
- the date;
 - the name, **ADDRESS**, and telephone number of the appraiser;
 - the purpose of the appraisal;
 - the identity of each **DOCUMENT** evidencing the appraisal and the name, **ADDRESS**, and telephone number of each **PERSON** who has it.
- 75.8 Was any condition requiring repair or correction at the **PROPERTY** or **RENTAL UNIT** caused by defendant or other occupant of the **RENTAL UNIT** or their guests? If so, state:
- the type and location of condition;
 - the kind of corrections or repairs needed;
 - how and when you learned of these conditions;
 - how and when these conditions were caused;
 - the name, **ADDRESS**, and telephone number of each **PERSON** who caused these conditions;

- (f) the identity of each **DOCUMENT** evidencing the repair (or correction) and the name, **ADDRESS**, and telephone number of each **PERSON** who has it.

[See also section 71.0 for additional questions.]

76.0 Waiver, Change, Withdrawal, or Cancellation of Notice to Quit

*[If a defense is based on waiver, change, withdrawal, or cancellation of the **NOTICE TO QUIT**, then either party may ask any applicable question in this section.]*

- 76.1 Did the **PLAINTIFF** or **LANDLORD** or anyone acting on his or her behalf do anything which is alleged to have been a waiver, change, withdrawal, or cancellation of the **NOTICE TO QUIT**? If so:
- state the facts supporting this allegation;
 - state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of these facts;
 - identify each **DOCUMENT** that supports the facts and state the name, **ADDRESS**, and telephone number of each **PERSON** who has it.
- 76.2 Did the **PLAINTIFF** or **LANDLORD** accept rent which covered a period after the date for vacating the **RENTAL UNIT** as specified in the **NOTICE TO QUIT**? If so:
- state the facts;
 - state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts;
 - identify each **DOCUMENT** that supports the facts and state the name, **ADDRESS**, and telephone number of each **PERSON** who has it.

77.0 Retaliation and Arbitrary Discrimination

[If a defense is based on retaliation or arbitrary discrimination, then either party may ask any applicable question in this section.]

- 77.1 State all reasons that the **NOTICE TO QUIT** was served or that defendant's tenancy was not renewed and for each reason:
- state all facts supporting **PLAINTIFF'S** decision to terminate or not renew defendant's tenancy;
 - state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts;
 - identify all **DOCUMENTS** that support the facts and state the name, **ADDRESS**, and telephone number of each **PERSON** who has it.

78.0 Nonperformance of the Rental Agreement by Landlord

*[If a defense is based on nonperformance of the rental agreement by the **LANDLORD** or someone acting on the **LANDLORD'S** behalf, then either party may ask any applicable question in this section.]*

- 78.1 Did the **LANDLORD** or anyone acting on the **LANDLORD'S** behalf agree to make repairs, alterations, or improvements at any time or provide services to the **PROPERTY** or **RENTAL UNIT**? If so, for each agreement state:
- the substance of the agreement;

- when it was made;
- whether it was written or oral;
- by whom and to whom;
- the name and **ADDRESS** of each person who knows about it;
- whether all promised repairs, alterations, or improvements were completed or services provided;
- the reasons for any failure to perform;
- the identity of each **DOCUMENT** evidencing the agreement or promise and the name, **ADDRESS**, and telephone number of each **PERSON** who has it.

- 78.2 Has **PLAINTIFF** or **LANDLORD** or any resident of the **PROPERTY** ever committed disturbances or interfered with the quiet enjoyment of the **RENTAL UNIT** (including, for example, noise, acts which threaten the loss of title to the property or loss of financing, etc.)? If so, for each disturbance or interference, state:
- a description of each act;
 - the date of each act;
 - the name, **ADDRESS**, and telephone number of each **PERSON** who acted;
 - the name, **ADDRESS**, and telephone number of each **PERSON** who witnessed each act and any **DOCUMENTS** evidencing the person's knowledge;
 - what action was taken by the **PLAINTIFF** or **LANDLORD** to end or lessen the disturbance or interference.

79.0 Offer of Rent by Defendant

[If a defense is based on an offer of rent by a defendant which was refused, then either party may ask any applicable question in this section.]

- 79.1 Has defendant or anyone acting on the defendant's behalf offered any payments to **PLAINTIFF** which **PLAINTIFF** refused to accept? If so, for each offer state:
- the amount;
 - the date;
 - purpose of offer;
 - the manner of the offer;
 - the identity of the person making the offer;
 - the identity of the person refusing the offer;
 - the date of the refusal;
 - the reasons for the refusal.

80.0 Deduction from Rent for Necessary Repairs

[If a defense to payment of rent or damages is based on claim of retaliatory eviction, then either party may ask any applicable question in this section. Additional questions in section 75.0 may also be applicable.]

- 80.1 Does defendant claim to have deducted from rent any amount which was withheld to make repairs after communication to the **LANDLORD** of the need for the repairs? If the answer is "no", do not answer interrogatories 80.2 through 80.6.
- 80.2 For each condition in need of repair for which a deduction was made, state:
- the nature of the condition;
 - the location;
 - the date the condition was discovered by defendant;
 - the date the condition was first known by **LANDLORD** or **PLAINTIFF**;

- (e) the dates and methods of each notice to the **LANDLORD** or **PLAINTIFF** of the condition;
- (f) the response or action taken by the **LANDLORD** or **PLAINTIFF** to each notification;
- (g) the cost to remedy the condition and how the cost was determined;
- (h) the identity of any bids obtained for the repairs and any **DOCUMENTS** evidencing the bids.

80.3 Did **LANDLORD** or **PLAINTIFF** fail to respond within a reasonable time after receiving a communication of a need for repair? If so, for each communication state:

- (a) the date it was made;
- (b) how it was made;
- (c) the response and date;
- (d) why the delay was unreasonable.

80.4 Was there an insufficient period specified or actually allowed between the time of notification and the time repairs were begun by defendant to allow **LANDLORD** or **PLAINTIFF** to make the repairs? If so, state all facts on which the claim of insufficiency is based.

80.5 Does **PLAINTIFF** contend that any of the items for which rent deductions were taken were not allowable under law? If so, for each item state all reasons and facts on which you base your contention.

80.6 Has defendant vacated or does defendant anticipate vacating the **RENTAL UNIT** because repairs were requested and not made within a reasonable time? If so, state all facts on which defendant justifies having vacated the **RENTAL UNIT** or anticipates vacating the rental unit.

81.0 Fair Market Rental Value

*[If defendant denies **PLAINTIFF** allegation on the fair market rental value of the **RENTAL UNIT**, then either party may ask any applicable question in this section. If defendant claims that the fair market rental value is less because of a breach of warranty to provide habitable premises, then either party may also ask any applicable question in section 75.0.]*

81.1 Do you have an opinion on the fair market rental value of the **RENTAL UNIT**? If so, state:

- (a) the substance of your opinion;
- (b) the factors upon which the fair market rental value is based;
- (c) the method used to calculate the fair market rental value.

81.2 Has any other **PERSON** ever expressed to you an opinion on the fair market rental value of the **RENTAL UNIT**? If so, for each **PERSON**:

- (a) state the name, **ADDRESS**, and telephone number;
- (b) state the substance of the **PERSON'S** opinion;
- (c) describe the conversation or identify all **DOCUMENTS** in which the **PERSON** expressed an opinion and state the name, **ADDRESS**, and telephone number of each **PERSON** who has each **DOCUMENT**.

81.3 Do you know of any current violations of state or local building codes, housing codes, or health codes, conditions of delapidation or other conditions in need of repair in the **RENTAL UNIT** or common areas that have affected the **RENTAL UNIT** at any time defendant has been in possession? If so, state:

- (a) the conditions in need of repair;
- (b) the kind of repairs needed;
- (c) the name, **ADDRESS**, and telephone number of each **PERSON** who caused these conditions.

PROOF OF SERVICE

State of California, County of

I am in the County of _____ California at _____
I am over the age of 18 and not a party to the within
action.

On _____, I served the
on the opposing party(s) in this action pursuant to Code of Civil Procedure §1010.6 to:
(Email/FAX) to electronically transmit the document to::

On _____, I served the
on the opposing party(s) in this action by placing a true copy thereof enclosed in a sealed envelope
with postage thereon fully prepaid in the United States mail at _____, addressed to:

I declare under penalty of perjury under the laws of the State of California that the above is true
and correct. Executed on _____ at _____, California

FW-002

Request to Waive Additional Court Fees (Superior Court)

CONFIDENTIAL

Clerk stamps date here when form is filed.

This form asks the court to waive *additional* court fees that are not covered in a current order. If you have not already received an order that waived or reduced your court fees, you must complete and file a *Request to Waive Court Fees (Superior Court)*, form FW-001, along with this form.

1 Your Information (*person asking the court to waive the fees*):

Name: _____
Street or mailing address: _____
City: _____ State: _____ Zip: _____
Phone number: _____ x _____

Fill in court name and street address:

Superior Court of California, County of

2 Your lawyer, if you have one (*name, firm or affiliation, address, phone number, and State Bar number*):

Fill in case number and name:

Case Number:

Case Name:

a. The lawyer has agreed to advance all or a portion of your fees or costs (*check one*): Yes No

b. (*If yes, your lawyer must sign here*):

Lawyer's signature: _____

If your lawyer is not providing legal-aid type services based on your low income, you may have to go to a hearing to explain why you are asking the court to waive the fees.

3 Date your *last* court fee waiver order, if any, was granted: _____

4 Has your financial situation improved since your last *Request to Waive Court Fees*? No Yes (*If yes, you must fill out a new Request to Waive Court Fees, form FW-001, and attach it to this form.*)

5 What other fees do you want your court fee waiver order to cover? (*Check all that apply*):

- a. Jury fees and expenses
- b. Court-appointed interpreter fees for a witness
- c. Fees for a peace officer to testify in court
- d. Fees for court-appointed experts
- e. Other (*specify*): _____

6 Why do you need these other services? (*Explain*):

Notice: The court may order you to answer questions about your finances and later order you to pay back the waived fees. If this happens and you do not pay, the court can make you pay the fees and also charge you collection fees. If there is a change in your financial circumstances during this case that increases your ability to pay fees and costs, you must notify the trial court within five days. (Use form FW-010.) If you win your case, the trial court may order the other side to pay the fees. If you settle your civil case for **\$10,000** or more, the trial court will have a lien on the settlement in the amount of the waived fees. The trial court may not dismiss the case until the lien is paid.

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

Date: _____

Print your name here

Sign here

**Order on Court Fee Waiver
(Superior Court)**

Clerk stamps date here when form is filed.

1 Person who asked the court to waive court fees:
Name: _____
Street or mailing address: _____
City: _____ State: _____ Zip: _____

2 Lawyer, if person in 1 has one (name, firm name, address, phone number, e-mail, and State Bar number):

3 A request to waive court fees was filed on (date): _____
 The court made a previous fee waiver order in this case on (date): _____

Fill in court name and street address:
Superior Court of California, County of

Fill in case number and name:
Case Number: _____
Case Name: _____

Read this form carefully. All checked boxes are court orders.

Notice: The court may order you to answer questions about your finances and later order you to pay back the waived fees. If this happens and you do not pay, the court can make you pay the fees and also charge you collection fees. If there is a change in your financial circumstances during this case that increases your ability to pay fees and costs, you must notify the trial court within five days. (Use form FW-010.) If you win your case, the trial court may order the other side to pay the fees. If you settle your civil case for **\$10,000** or more, the trial court will have a lien on the settlement in the amount of the waived fees. The trial court may not dismiss the case until the lien is paid.

4 After reviewing your: *Request to Waive Court Fees* *Request to Waive Additional Court Fees*
the court makes the following orders:

a. The court **grants** your request, as follows:

(1) **Fee Waiver.** The court grants your request and waives your court fees and costs listed below. (*Cal. Rules of Court, rules 3.55 and 8.818.*) You do not have to pay the court fees for the following:

- Filing papers in superior court
- Making copies and certifying copies
- Sheriff’s fee to give notice
- Reporter’s fee for attendance at hearing or trial, if the court is not electronically recording the proceeding and you request that the court provide an official reporter
- Assessment for court investigations under Probate Code section 1513, 1826, or 1851
- Preparing, certifying, copying, and sending the clerk’s transcript on appeal
- Holding in trust the deposit for a reporter’s transcript on appeal under rule 8.130 or 8.834
- Making a transcript or copy of an official electronic recording under rule 8.835
- Court fee for phone hearing
- Giving notice and certificates
- Sending papers to another court department

(2) **Additional Fee Waiver.** The court grants your request and waives your additional superior court fees and costs that are checked below. (*Cal. Rules of Court, rule 3.56.*) You do not have to pay for the checked items.

- Jury fees and expenses
- Fees for court-appointed experts
- Other (*specify*): _____
- Fees for a peace officer to testify in court
- Court-appointed interpreter fees for a witness

Case Number: _____

Your name: _____

b. The court **denies** your fee waiver request because:

Warning! If you miss the deadline below, the court cannot process your request for hearing or the court papers you filed with your original request. If the papers were a notice of appeal, the appeal may be dismissed.

(1) Your request is incomplete. You have **10 days** after the clerk gives notice of this Order (see date of service on next page) to:

- Pay your fees and costs, or
- File a new revised request that includes the incomplete items listed:
 - Below On Attachment 4b(1)

(2) The information you provided on the request shows that you are not eligible for the fee waiver you requested for the reasons stated: Below On Attachment 4b(2)

The court has enclosed a blank *Request for Hearing About Court Fee Waiver Order (Superior Court)* (form FW-006). You have **10 days** after the clerk gives notice of this order (see date of service below) to:

- Pay your fees and costs in full or the amount listed in c below, or
- Ask for a hearing in order to show the court more information. (*Use form FW-006 to request hearing.*)

c. (1) The court needs more information to decide whether to grant your request. You must go to court on the date on page 3. The hearing will be about the questions regarding your eligibility that are stated:

Below On Attachment 4c(1)

(2) Bring the items of proof to support your request, if reasonably available, that are listed:

Below On Attachment 4c(2)

This is a Court Order.

Your name: _____

Case Number: _____

Name and address of court if different from above:



Date: _____ Time: _____
Dept.: _____ Room: _____

Warning! If item c(1) is checked, and you do not go to court on your hearing date, the judge will deny your request to waive court fees, and you will have 10 days to pay your fees. If you miss that deadline, the court cannot process the court papers you filed with your request. If the papers were a notice of appeal, the appeal may be dismissed.

Date: _____

Signature of (check one): Judicial Officer Clerk, Deputy

Request for Accommodations



Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the hearing. Contact the clerk's office for *Request for Accommodations by Persons With Disabilities and Response* (form MC-410). (Civ. Code, § 54.8.)

Clerk's Certificate of Service

I certify that I am not involved in this case and (check one):

- I handed a copy of this Order to the party and attorney, if any, listed in ① and ②, at the court, on the date below.
- This order was mailed first class, postage paid, to the party and attorney, if any, at the addresses listed in ① and ②, from (city): _____, California, on the date below.
- A certificate of mailing is attached.

Date: _____

Clerk, by _____, Deputy
Name: _____

This is a Court Order.