

PLAINTIFF: DEFENDANT:	CASE NUMBER:
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JUDGMENT—UNLAWFUL DETAINER ATTACHMENT

7. **Conditional judgment.** Plaintiff breached the covenant to provide habitable premises to defendant.
- a. Defendant must pay plaintiff a reduced rent because of the breach in the amount and for the period shown below. *(Specify each defect on a separate line, the month or months (or other period) that the defect existed, and the percentage or amount of the reduced rent as a result of the defect to arrive at the reasonable value of the premises for the period that the defect or defects existed.)*

Month defect existed	Defect	Reasonable rental value is reduced by <i>(specify percentage)</i> or <i>(specify amount)</i>	Reduced monthly rent due
(1)		% \$	\$
(2)		% \$	\$
(3)		% \$	\$
<input type="checkbox"/> Continued on Attachment 7a (form MC-025).			
Total rent due in the 3-day notice is now <i>(specify)</i> :			\$

- b. Defendant is entitled to attorney fees *(specify)*: \$ _____ and costs *(specify)*: \$ _____.
- c. Defendant is the prevailing party if defendant pays plaintiff *(specify total rent in item 7a, less any attorney fees and costs in item 7b)*: \$ _____ by _____ p.m. on *(date)*: _____ at _____ *(address)*:
- d. Judgment will be entered for defendant when defendant has complied with item 7c shown by defendant's filing of a declaration under penalty of perjury (see form MC-030), with proof of service on the plaintiff, OR at a hearing that has been set in this court as follows:

Date:	Time:	Dept.:	Room:
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- (1) Defendant must continue to pay rent after expiration of the 3-day notice if the defendant continues in possession of the premises in the amount of \$ _____ per month. The total rent at item 7a is the corrected amount under the 3-day notice.
- (2) Plaintiff must repair the defects described in item 7a. The court retains jurisdiction over the case until those repairs are made. Rent remains reduced in the amount of *(specify monthly rent)* \$ _____ until the repairs are made.
- (3) Rent will increase to *(specify monthly rent)* \$ _____ the day after plaintiff files a declaration under penalty of perjury (see form MC-030), with proof of service on the defendant, stating that all the repairs have been made OR it is established that all the repairs have been made at a hearing set in this court as follows:

Date:	Time:	Dept.:	Room:
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- e. Plaintiff is the prevailing party if defendant fails to comply with items 7c and 7d.

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f. Judgment will be entered for plaintiff when plaintiff files a declaration under penalty of perjury (see form MC-030), with proof of service on the defendant, that the amount in item 7c has not been paid, OR at a hearing that has been set in the court as follows:

Date:	Time:	Dept.:	Room:
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(1) <input type="checkbox"/> Past-due rent (<i>item 7a</i>)	\$
(2) <input type="checkbox"/> Holdover damages*	\$
(3) <input type="checkbox"/> Attorney fees (<i>item 7b</i>)	\$
(4) <input type="checkbox"/> Costs (<i>item 7b</i>)	\$
(5) <input type="checkbox"/> Other (<i>specify</i>):	\$
(6) TOTAL JUDGMENT	\$

*Use one of the following formulas: From expiration of the 3-day notice to today's date date the premises were vacated (*specify number of days*) times (specify reduced monthly rent \$ times 0.03228 (12 months divided by 365 days).)
 (specify reduced rent per month divided by 30): \$
= Total holdover damages

g. Plaintiff is awarded possession of the premises located at (*street address, apartment, city, and county*):

h. The rental agreement is canceled. The lease is forfeited.

8. Other (*specify*):