

DEFINITIONS OF AFFIRMATIVE DEFENSES FOR UNLAWFUL DETAINER ANSWER

3a. You did not pay your rent because there were serious problems with the home that the landlord would not fix.

Example: No heat, windows are broken, the sinks don't work or the ceiling leaks.

3b. You did not pay your rent because you used it to fix problems with the home that the landlord would not fix.

Example: The heater was broken, you told the landlord, but he wouldn't fix it, so you paid to have a licensed contractor fix it.

3c. You tried to pay the full amount of rent you owed within the 3 days, but the landlord would not take it.

3d. After the landlord gave you a day notice, he then accepted some rent during the 3 days, or he told you that you did not have to move.

3e. Your landlord is retaliating against you.

Examples: You called Code Enforcement about violation or You invited a tenants' rights attorney to speak to you and your neighbors.

3f. Your landlord is evicting you because of your race, religion, sexual preference, where you work, or because you have children.

3g. In counties that have eviction ordinances, a landlord can only evict you for a good reason. At this time, Santa Clara County does not require the landlord to have a good reason to give you a 30-, 60-, 90-day notice.

3h. The landlord accepted rent that would cover more than the number of days in the notice.

Example: The landlord gave you a 30 day notice on May 1st to have you leave by May 31st. Your rent is \$500. On May 2nd, you paid \$1000 for May and June, and the Landlord kept it.

3i. Any other reason that you think that you should not be evicted.

3j. On page 2 of your answer, give detailed facts that support the boxes you checked at 3a-3i.