

**BASICS OF
LANDLORD /TENANT LAW**

**SELF - HELP
REGIONAL TRAININGS
APRIL 29 – 30, 2008
SACRAMENTO**

**RONNETTE V. RAMOS
MOLLY L. STAFFORD**

Superior Court of California
County of Los Angeles



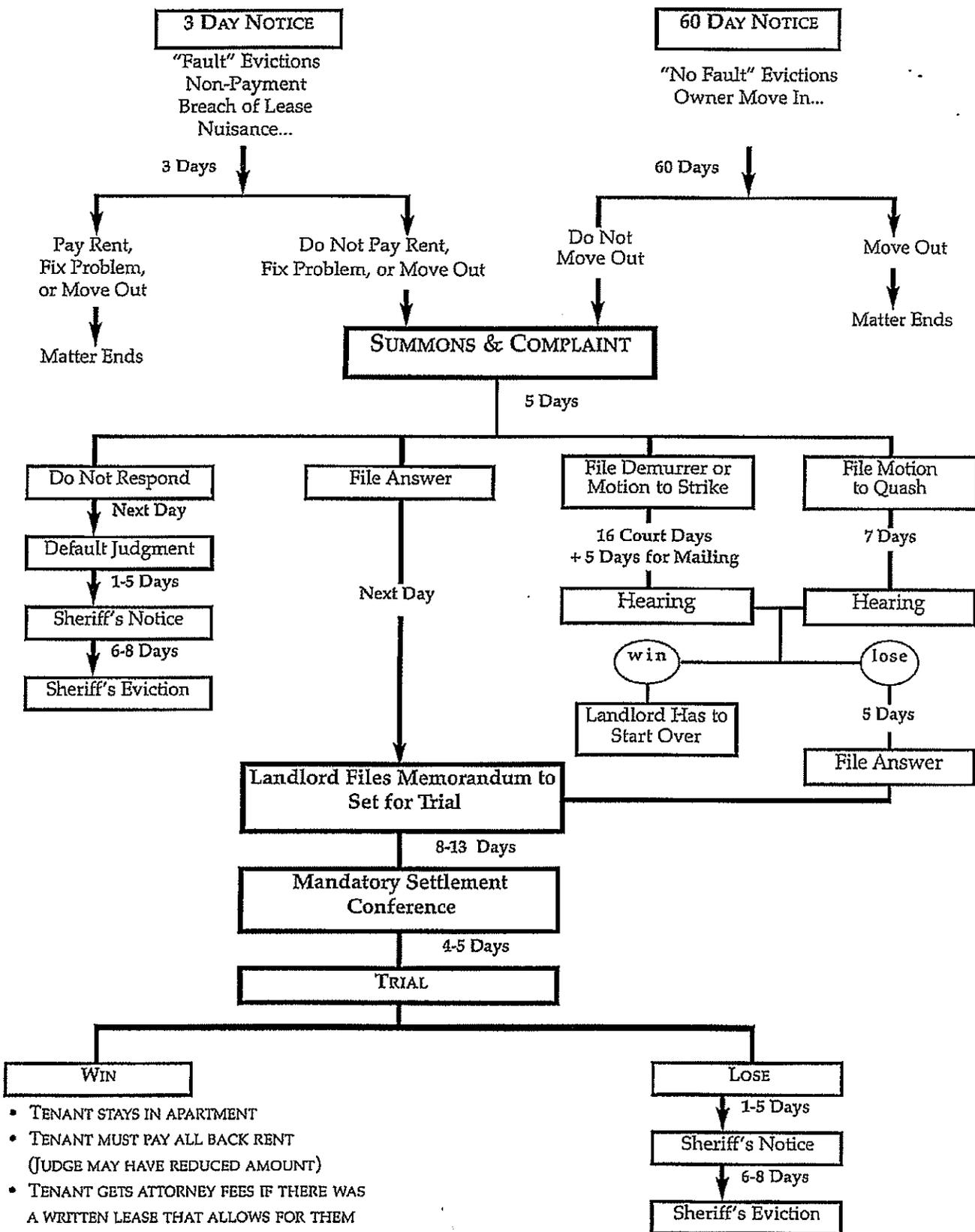
CALIFORNIA RURAL LEGAL ASSISTANCE, Inc.



**PREPARED BY:
FELICIA VISONE AND KATHERINE WOOD
JUSTICECORPS**

APPENDIX F

EVICTION TIME CHART



- TENANT STAYS IN APARTMENT
- TENANT MUST PAY ALL BACK RENT (JUDGE MAY HAVE REDUCED AMOUNT)
- TENANT GETS ATTORNEY FEES IF THERE WAS A WRITTEN LEASE THAT ALLOWS FOR THEM

**THREE-DAY NOTICE TO PAY OR QUIT
(NONPAYMENT OF RENT)**

TO: _____ (Tenants, Subtenants, Occupants in Possession)

PLEASE TAKE NOTICE that within three (3) days after service of this notice upon you, you are required to pay the rent now due and owing on the premises located at _____ (address), in the amount of _____ representing the rent due for the month(s) of:

_____ (month/year) \$ _____ (monthly amount owed)
_____ (month/year) \$ _____ (monthly amount owed)
_____ (month/year) \$ _____ (monthly amount owed)
Total amount owed: \$ _____

Within three (3) days after service of this notice upon you, the total overdue rent payment, in the amount stated above, must be made payable by cash or check, payable to: _____ (payee's name) and must be delivered to _____ (landlord or landlord's agent/manager) at _____ (address and telephone number). He/She will be available to receive the payment personally _____ (days) between the hours of _____ and _____ (hours/time).

IN THE ALTERNATIVE, you are required to vacate and deliver the premises to _____ (landlord or landlord's agent/manager) within three (3) days after service of this notice upon you.

If you fail either to pay the amount of rent demanded in this notice or to vacate and deliver the premises to the person designated above within three (3) days, the undersigned will commence legal proceedings against you to 1) declare a forfeiture of your rental agreement/ lease, 2) recover possession of the premises, 3) recover the rent demanded herein, due for the periods covered by this notice, and 4) recover damages for each day that you occupy the premises after the periods covered by this notice and costs of suit.

Further, if you fail to timely pay the amount demanded by this notice, the undersigned declares the forfeiture of the rental agreement/ lease under which you hold possession of the premises.

Dated: _____ (signature)

Landlord's name, address,
and phone number

**THREE-DAY NOTICE TO CURE OR QUIT
(BREACH OF COVENANT)**

TO: _____ (Tenants, Subtenants, Occupants in Possession)

PLEASE TAKE NOTICE that you have violated the following covenant of your apartment rental agreement/lease dated _____, for the premises located at: _____ (address).

- (1) Paragraph _____, which provides the premises shall not be occupied in whole or part by any person other than the renter/lessee, _____ (name). This covenant has been violated in that some unknown individual has been residing in the subject premises without the landlord's consent.
- (2) Paragraph _____, which provides no dog shall be kept within or about the subject premises without the landlord's written consent. This covenant has been violated in that a dog has been and maintained in the subject premises.
- (3) Paragraph _____, which maintains the subject premises shall not be sublet or assigned to a third party without the landlord's express written consent. This covenant has been violated...

If each of the failed covenants is not cured within three (3) days after service of this notice upon you, the undersigned will commence legal proceedings against you to 1) declare a forfeiture of your rental agreement/ lease, 2) recover possession of the premises, and 3) recover damages for each day that you occupy the premises after the periods covered by this notice and costs of suit.

Dated: _____ (signature)

Landlord's name, address,
and phone number

THREE-DAY NOTICE TO QUIT
(MAINTAINING A NUISANCE/ CREATING WASTE/ ILLEGAL ACTIVITY)

TO: _____ (Tenants, Subtenants, Occupants in Possession)

PLEASE TAKE NOTICE that at the expiration of three (3) days after service of this notice upon you, you are hereby requested to quit, and deliver upon the premises now held and occupied by you, being the premises located at: _____
_____ (address).

The reason for terminating your tenancy is as follows:

You are committing or permitting to exist a nuisance in the rental unit and to the common areas of the complex containing the rental unit, and are creating and unreasonable interference with the comfort, safety and enjoyment of any of the other residents of the building.

_____ (date): _____ (incident)
_____ (date): _____ (incident)
_____ (date): _____ (incident)

Witnesses: _____ (other tenants' names)

If you fail to vacate and deliver the premises to the person designated above within three (3) days, the undersigned will commence legal proceedings against you to 1) recover possession of the premises and 2) recover damages for each day that you occupy the premises after the periods covered by this notice and costs of suit.

Dated: _____ (signature)

Landlord's name, address,
and phone number

SIXTY-DAY NOTICE TO TERMINATE

TO: _____ (Tenants, Subtenants, Occupants in Possession)

PLEASE TAKE NOTICE that your month-to-month tenancy of _____
_____ (address) is hereby terminated as of the sixty (60) days after
service of this notice upon you and you are hereby required to quit and surrender
possession of the premises to undersigned no later than sixty (60) days after service of
this notice upon you.

This is intended as a Sixty-(60) Day legal notice for the purpose of terminating your
tenancy in accordance with California Civil Code Section 1946 [and applicable Rent
Control Ordinance, if any].

This notice of termination is served upon you for the reason that the landlord seeks in
good faith to recover possession of the rental unit for use and occupancy by the landlord.

Dated: _____ (signature)

Landlord's name, address,
and phone number

**SUMMONS
(CITACION JUDICIAL)**

UNLAWFUL DETAINER—EVICTION

(RETENCIÓN ILÍCITA DE UN INMUEBLE—DESALOJO)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):** TANYA TENANT, DOES 1-10

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):** LARRY LANDLORD

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

You have 5 CALENDAR DAYS 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. (To calculate the five days, count Saturday and Sunday, but do not count other court holidays. If the last day falls on a Saturday, Sunday, or a court holiday then you have the next court day to file a written response.) 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 California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken 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 Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 5 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. (Para calcular los cinco días, cuente los sábados y los domingos pero no los otros días feriados de la corte. Si el último día cae en sábado o domingo, o en un día en que la corte esté cerrada, tiene hasta el próximo día de corte para presentar una respuesta por escrito). Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

- The name and address of the court is:
(El nombre y dirección de la corte es):
111 N. HILL STREET
LOS ANGELES, CA 90012
- The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
LORI LAWYER, ESQ.
123 MAIN STREET
LOS ANGELES, CA 90012
- (Must be answered in all cases) An unlawful detainer assistant (Bus. & Prof. Code, §§ 6400–6415) did not did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, complete item 6 on the next page.)

CASE NUMBER:
(Número del caso): 08U123456

Date: _____ Clerk, by _____, Deputy
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

- NOTICE TO THE PERSON SERVED:** You are served
 - as an individual defendant.
 - as the person sued under the fictitious name of (specify):
 - as an occupant
 - 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 (specify):
- by personal delivery on (date):

6

PLAINTIFF (Name): LARRY LANDLORD	CASE NUMBER:
DEFENDANT (Name): TANYA TENANT, DOES 1-10	08U123456

6. **Unlawful detainer assistant** (complete if plaintiff has received any help or advice for pay from an unlawful detainer assistant):
- a. Assistant's name:
 - b. Telephone no.:
 - c. Street address, city, and ZIP:

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

PLAINTIFF (Name): LARRY LANDLORD	CASE NUMBER:
DEFENDANT (Name): TANYA TENANT, DOES 1-10	08U123456

6. c. The defendants not named in item 6a are
- (1) subtenants.
- (2) assignees.
- (3) other (specify):
- d. The agreement was later changed as follows (specify):
- e. A copy of the written agreement, including any addenda or attachments that form the basis of this complaint, is attached and labeled Exhibit 1. (Required for residential property, unless item 6f is checked. See Code Civ. Proc., § 1166.)
- f. (For residential property) A copy of the written agreement is not attached because (specify reason):
- (1) the written agreement is not in the possession of the landlord or the landlord's employees or agents.
- (2) this action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)).
7. a. Defendant (name each):
- TANYA TENANT, DOES 1-10
- was served the following notice on the same date and in the same manner:
- (1) 3-day notice to pay rent or quit (4) 3-day notice to perform covenants or quit
- (2) 30-day notice to quit (5) 3-day notice to quit
- (3) 60-day notice to quit (6) Other (specify):
- b. (1) On (date): 03/15/2008 the period stated in the notice expired at the end of the day.
- (2) Defendants failed to 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. (Required for residential property. See Code Civ. Proc., § 1166.)
- f. One or more defendants were served (1) with a different notice, (2) on a different date, or (3) in a different manner, as stated in Attachment 8c. (Check item 8c and attach a statement providing the information required by items 7a-e and 8 for each defendant.)
8. a. The notice in item 7a was served on the defendant named in item 7a as follows:
- (1) by personally handing a copy to defendant on (date): 03/12/2008
- (2) by leaving a copy with (name or description):
- a person of suitable age and discretion, on (date): at defendant's
- residence business AND mailing a copy to defendant at defendant's place of residence on
- (date): because defendant cannot be found at defendant's residence or usual
- place of business.
- (3) by posting a copy on the premises on (date): AND giving a copy to a
- person found residing at the premises AND mailing a copy to defendant at the premises on
- (date):
- (a) because defendant's residence and usual place of business cannot be ascertained OR
- (b) because no person of suitable age or discretion can be found there.
- (4) (Not for 3-day notice; see Civil Code, § 1946 before using) by sending a copy by certified or registered
- mail addressed to defendant on (date):
- (5) (Not for residential tenancies; see Civil Code, § 1953 before using) in the manner specified in a written
- commercial lease between the parties.
- b. (Name):
- was served on behalf of all defendants who signed a joint written rental agreement.
- c. Information about service of notice on the defendants alleged in item 7f is stated in Attachment 8c.
- d. Proof of service of the notice in item 7a is attached and labeled Exhibit 3.

PLAINTIFF (Name): LARRY LANDLORD	CASE NUMBER: 08U123456
DEFENDANT(Name): TANYA TENANT, DOES 1-10	

9. Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.
10. At the time the 3-day notice to pay rent or quit was served, the amount of rent due was \$ 3225.00
11. The fair rental value of the premises is \$ 35.83 per day.
12. Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure section 1174(b). (State specific facts supporting a claim up to \$600 in Attachment 12.)
13. A written agreement between the parties provides for attorney fees.
14. Defendant's tenancy is subject to the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage):

Plaintiff has met all applicable requirements of the ordinances.

15. Other allegations are stated in Attachment 15.
16. Plaintiff accepts the jurisdictional limit, if any, of the court.

17. PLAINTIFF REQUESTS

- | | |
|---|---|
| a. possession of the premises. | f. <input checked="" type="checkbox"/> damages at the rate stated in item 11 from |
| b. costs incurred in this proceeding: | (date): 03/16/2008 for each day that |
| c. <input checked="" type="checkbox"/> past-due rent of \$ 3225.00 | defendants remain in possession through entry of judgment. |
| d. <input type="checkbox"/> reasonable attorney fees. | g. <input type="checkbox"/> statutory damages up to \$600 for the conduct alleged in item 12. |
| e. <input checked="" type="checkbox"/> forfeiture of the agreement. | h. <input type="checkbox"/> other (specify): |

18. Number of pages attached (specify): _____

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

19. (Complete in all cases.) An unlawful detainer assistant did not did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, state:)

- | | |
|--|----------------------------|
| a. Assistant's name: | c. Telephone No.: |
| b. Street address, city, and zip code: | d. County of registration: |
| | e. Registration No.: |
| | f. Expires on (date): |

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: 04/28/2008

LORI LAWYER, ESQ.

(TYPE OR PRINT NAME)

▶ _____
(SIGNATURE OF PLAINTIFF)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): TANYA TENANT 456 EVICTION AVE #123 LOS ANGELES, CA 90012	TELEPHONE NO: FOR COURT USE ONLY
ATTORNEY FOR (Name): SELF-REPRESENTED NAME OF COURT: LOS ANGELES SUPERIOR COURT STREET ADDRESS: 111 N. HILL STREET MAILING ADDRESS: SAME AS ABOVE CITY AND ZIP CODE: LOS ANGELES, CA 90012 BRANCH NAME: CENTRAL DISTRICT	
PLAINTIFF: LARRY LANDLORD DEFENDANT: TANYA TENANT	CASE NUMBER:
ANSWER—Unlawful Detainer	

1. Defendant (names):
TANYA TENANT

answers the complaint as follows:

2. **Check ONLY ONE of the next two boxes:**

- a. Defendant generally denies each statement of the complaint. (Do not check this box if the complaint demands more than \$1,000.
- b. Defendant admits that all of the statements of the complaint are true EXCEPT
 (1) Defendant claims the following statements of the complaint are false (use paragraph numbers from the complaint or explain):
 7.c, 10, 11
- Continued on Attachment 2b (1).
- (2) Defendant has no information or belief that the following statements of the complaint are true, so defendant denies them (use paragraph numbers from the complaint or explain):

Continued on Attachment 2b (2).

3. **AFFIRMATIVE DEFENSES** (NOTE: For each box checked, you must state brief facts to support it in the space provided at the top of page two (item 3j)).

- a. (nonpayment of rent only) Plaintiff has breached the warranty to provide habitable premises.
- b. (nonpayment of rent only) Defendant made needed repairs and properly deducted the cost from the rent, and plaintiff did not give proper credit.
- c. (nonpayment of rent only) On (date): before the notice to pay or quit expired, defendant offered the rent due but plaintiff would not accept it.
- d. Plaintiff waived, changed, or canceled the notice to quit.
- e. Plaintiff served defendant with the notice to quit or filed the complaint to retaliate against defendant.
- f. By serving defendant with the notice to quit or filing the complaint, plaintiff is arbitrarily discriminating against the defendant in violation of the Constitution or laws of the United States or California.
- g. Plaintiff's demand for possession violates the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage):

(Also, briefly state the facts showing violation of the ordinance in item 3j.)

- h. Plaintiff accepted rent from defendant to cover a period of time after the date the notice to quit expired.
- i. Other affirmative defenses are stated in item 3j.

PLAINTIFF (Name): LARRY LANDLORD	CASE NUMBER:
DEFENDANT (Name): TANYA TENANT	08U123456

3. AFFIRMATIVE DEFENSES (cont'd)

j. Facts supporting affirmative defenses checked above (identify each item separately by its letter from page one):

3.a I did not pay rent for the past three (3) months because the landlord has not fixed a hole in the ceiling of my apartment, despite my repeated requests.

(1) All the facts are stated in Attachment 3j. (2) Facts are continued in Attachment 3j.

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):
Due to uninhabitable conditions.
- c. Other (specify):

5. DEFENDANT REQUESTS

- a. that plaintiff take nothing requested in the complaint.
- b. costs incurred in this proceeding.
- c. reasonable attorney fees.
- d. that plaintiff be ordered to (1) make repairs and correct the conditions that constitute a breach of the warranty to provide habitable premises and (2) reduce the monthly rent to a reasonable rental value until the conditions are corrected.
- e. Other (specify):
Seal tenant's name from the UD Registry.

6. Number of pages attached (specify): 2

UNLAWFUL DETAINER ASSISTANT (Business and Professions Code sections 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 No.:
- c. Street address, city, and ZIP:
- d. County of registration:
- e. Registration No.:
- f. Expires on (date):

TANYA TENANT
(TYPE OR PRINT NAME)

▶
(SIGNATURE OF DEFENDANT OR ATTORNEY)

(TYPE OR PRINT NAME)

▶
(SIGNATURE OF DEFENDANT OR ATTORNEY)

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

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: 4/22/08

TANYA TENANT
(TYPE OR PRINT NAME)

▶
(SIGNATURE OF DEFENDANT)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	FOR COURT USE ONLY CASE NUMBER: _____
SUPERIOR COURT OF CALIFORNIA, COUNTY OF _____ STREET ADDRESS: _____ MAILING ADDRESS: _____ CITY AND ZIP CODE: _____ BRANCH NAME: _____	
PLAINTIFF (Name): _____ DEFENDANT (Name): _____	
DECLARATION FOR DEFAULT JUDGMENT BY COURT (Unlawful Detainer—Code Civil Proc., § 585(d))	

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): _____
2. The property concerning this action is located at (street address, apartment number, city, and county): _____
3. Personal knowledge. I personally know the facts stated in this declaration and, if sworn as a witness, could testify competently thereto. I am personally familiar with the rental or lease agreement, defendant's payment record, the condition of the property, and defendant's conduct.
4. Agreement was written oral as follows:
 - a. On or about (date): _____ defendant (name each): _____
 - (1) agreed to rent the property for a month-to-month tenancy other tenancy (specify): _____
 - (2) agreed to pay rent of \$ _____ payable monthly other (specify frequency): _____
 with rent due on the first of the month other day (specify): _____
 - b. Original agreement is attached (specify): to the original complaint.
 to the Application for Immediate Writ of Possession. to this declaration, labeled Exhibit 4b.
 - c. Copy of agreement with a declaration and order to admit the copy is attached (specify):
 to the Application for Immediate Writ of Possession. to this declaration, labeled Exhibit 4c.
5. Agreement changed.
 - a. More than one change in rent amount (specify history of all rent changes and effective dates up to the last rent change) on Attachment 5a (form MC-025).
 - b. Change in rent amount (specify last rent change). The rent was changed from \$ _____ to \$ _____
 which became effective on (date): _____ and was made
 - (1) by agreement of the parties and subsequent payment of such rent.
 - (2) by service on defendant of a notice of change in terms pursuant to Civil Code section 827 (check item 5d).
 - (3) pursuant to a written agreement of the parties for change in terms (check item 5e or 5f).
 - c. Change in rent due date. Rent was changed, payable in advance, due on (specify day): _____
 - d. A copy of the notice of change in terms is attached to this declaration, labeled Exhibit 5d.
 - e. Original agreement for change in terms is attached (specify): to the original complaint.
 to the Application for Immediate Writ of Possession. to this declaration, labeled Exhibit 5e.
 - f. Copy of agreement for change in terms with a declaration and order to admit the copy is attached (specify):
 to the Application for Immediate Writ of Possession. to this declaration, labeled Exhibit 5f.

PLAINTIFF (Name):	CASE NUMBER:
DEFENDANT (Name):	

6. Notice to quit.
- a. Defendant was served with a
- (1) 3-day notice to pay rent or quit (4) 3-day notice to quit
- (2) 3-day notice to perform covenants or quit (5) 30-day notice to quit
- (3) Other (specify): (6) 60-day notice to quit
- 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 under item 6b is different from the agreed rent in item 4a(2) (specify history of dates covered by the 3-day notice and any partial payments received to arrive at the balance) on Attachment 6c (form MC-025).
- d. The original or copy of the notice specified in item 6a is attached to (specify): the original complaint.
 this declaration, labeled Exhibit 6d. (The original or a copy of the notice MUST be attached to this declaration if not attached to the original complaint.)
7. Service of notice.
- a. The notice was served on defendant (name each):
- (1) personally on (date): _____
- (2) by substituted service, including a copy mailed to the defendant, on (date): _____
- (3) by posting and mailing on (date mailed): _____
- b. A prejudgment claim of right to possession was served on the occupants pursuant to Code of Civil Procedure section 415.46.
8. Proof of service of notice. The original or copy of the proof of service of the notice in item 6a is attached to (specify):
- a. the original complaint.
- b. this declaration, labeled Exhibit 8b. (The original or copy of the proof of service MUST be attached to this declaration if not attached to the original complaint.)
9. Notice expired. On (date): _____ the notice in item 6 expired at the end of the day and defendant failed to comply with the requirements of the notice by that date. No money has been received and accepted after the notice expired.
10. The fair rental value of the property is \$ _____ per day, calculated as follows:
- a. (rent per month) x (0.03288) (12 months divided by 365 days)
- b. rent per month divided by 30
- c. other valuation (specify): _____
11. Possession. The defendant
- a. vacated the premises on (date): _____
- b. continues to occupy the property on (date of this declaration): _____
12. Holdover damages. 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 11): _____
- c. Number of days that damages accrued (count days using the dates in items 12a and 12b): _____
- d. Total holdover damages ((daily rental value in item 10) x (number of days in item 12c)): \$ _____
13. Reasonable attorney fees are authorized in the lease or rental agreement pursuant to paragraph (specify): _____ and reasonable attorney fees for plaintiff's attorney (name): _____ are \$ _____
14. Court costs in this case, including the filing fee, are \$ _____

PLAINTIFF (Name):	CASE NUMBER:
DEFENDANT (Name):	

15. Declarant requests a judgment on behalf of plaintiff for:

a. A money judgment as follows:

(1)	<input type="checkbox"/>	Past-due rent (item 6b)	\$
(2)	<input type="checkbox"/>	Holdover damages (item 12d)	\$
(3)	<input type="checkbox"/>	Attorney fees (item 13)*	\$
(4)	<input type="checkbox"/>	Costs (item 14)	\$
(5)	<input type="checkbox"/>	Other (specify):	\$
(6)		TOTAL JUDGMENT	\$

* Attorney fees are to be paid by (name) only.

b. Possession of the premises in item 2 (check 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

- 16. Exhibit 4b: Original rental agreement.
- 17. Exhibit 4c: Copy of rental agreement with declaration and order to admit the copy.
- 18. Exhibit 5d: Copy of notice of change in terms.
- 19. Exhibit 5e: Original agreement for change of terms.
- 20. Exhibit 5f: Copy of agreement for change in terms with declaration and order to admit copy.
- 21. Exhibit 6d: Original or copy of the notice to quit under item 6a (MUST be attached to this declaration if it is not attached to original complaint).
- 22. Exhibit 8b: Original or copy of proof of service of notice in item 6a (MUST be attached to this declaration if it is not attached to original complaint).
- 23. Other exhibits (specify number and describe):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF _____ STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	
REQUEST FOR (Application) <input type="checkbox"/> Entry of Default <input type="checkbox"/> Clerk's Judgment <input type="checkbox"/> Court Judgment	CASE NUMBER: _____

1. TO THE CLERK: On the complaint or cross-complaint filed
- a. on (date): _____
 - b. by (name): _____
 - c. Enter default of defendant (names): _____
 - d. I request a court judgment under Code of Civil Procedure sections 585(b), 585(c), 989, etc., against defendant (names): _____

(Testimony required. Apply to the clerk for a hearing date, unless the court will enter a judgment on an affidavit under Code Civ. Proc., § 585(d).)

- e. Enter clerk's judgment
 - (1) for restitution of the premises only and issue a writ of execution on the judgment. Code of Civil Procedure section 1174(c) does not apply. (Code Civ. Proc., § 1169.)
 Include in the judgment all tenants, subtenants, named claimants, and other occupants of the premises. The *Prejudgment Claim of Right to Possession* was served in compliance with Code of Civil Procedure section 415.46.
 - (2) under Code of Civil Procedure section 585(a). *(Complete the declaration under Code Civ. Proc., § 585.5 on the reverse (item 5).)*
 - (3) for default previously entered on (date): _____

2. Judgment to be entered.

	Amount	Credits acknowledged	Balance
a. Demand of complaint	\$	\$	\$
b. Statement of damages *			
(1) Special	\$	\$	\$
(2) General	\$	\$	\$
c. Interest	\$	\$	\$
d. Costs (see reverse)	\$	\$	\$
e. Attorney fees	\$	\$	\$
f. TOTALS	\$ _____	\$ _____	\$ _____

g. Daily damages were demanded in complaint at the rate of \$ _____ per day beginning (date): _____
 (* Personal injury or wrongful death actions; Code Civ. Proc., § 425.11.)

3. (Check if filed in an unlawful detainer case) Legal document assistant or unlawful detainer assistant information is on the reverse (complete item 4).

Date: _____

(TYPE OR PRINT NAME) (SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

FOR COURT USE ONLY	(1) <input type="checkbox"/> Default entered as requested on (date): (2) <input type="checkbox"/> Default NOT entered as requested (state reason):	Clerk, by _____, Deputy
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PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER:
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4. Legal document assistant or unlawful detainer assistant (Bus. & Prof. Code, § 6400 et seq.). A legal document assistant or unlawful detainer assistant did did not for compensation give advice or assistance with this form. (If declarant has received any help or advice for pay from a legal document assistant or unlawful detainer assistant, state):

- a. Assistant's name:
- b. Street address, city, and zip code:
- c. Telephone no.:
- d. County of registration:
- e. Registration no.:
- f. Expires on (date):

5. Declaration under Code of Civil Procedure Section 585.5 (required for entry of default under Code Civ. Proc., § 585(a)).

This action

- a. is is not on a contract or installment sale for goods or services subject to Civ. Code, § 1801 et seq. (Unruh Act).
- b. is is not on a conditional sales contract subject to Civ. Code, § 2981 et seq. (Rees-Levering Motor Vehicle Sales and Finance Act).
- c. is is not on an obligation for goods, services, loans, or extensions of credit subject to Code Civ. Proc., § 395(b).

6. Declaration of mailing (Code Civ. Proc., § 587). A copy of this Request for Entry of Default was

- a. not mailed to the following defendants, whose addresses are unknown to plaintiff or plaintiff's attorney (names):
- b. mailed first-class, postage prepaid, in a sealed envelope addressed to each defendant's attorney of record or, if none, to each defendant's last known address as follows:
 (1) Mailed on (date): _____ (2) To (specify names and addresses shown on the envelopes): _____

I declare under penalty of perjury under the laws of the State of California that the foregoing items 4, 5, and 6 are true and correct.
Date:

	▶	
(TYPE OR PRINT NAME)		(SIGNATURE OF DECLARANT)

7. Memorandum of costs (required if money judgment requested). Costs and disbursements are as follows (Code Civ. Proc., § 1033.5):

- a. Clerk's filing fees \$
- b. Process server's fees \$
- c. Other (specify): \$
- d. \$
- e. TOTAL \$ _____

f. Costs and disbursements are waived.

9. I am the attorney, agent, or party who claims these costs. To the best of my knowledge and belief this memorandum of costs is correct and these costs were necessarily incurred in this case.

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)

8. Declaration of nonmilitary status (required for a judgment). No defendant named in item 1c of the application is in the military service so as to be entitled to the benefits of the Servicemembers Civil Relief Act (50 U.S.C. App. § 501 et seq.).

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)

PLAINTIFF:	CASE NUMBER:
DEFENDANT:	

— Items continued from page 1—

21. Additional judgment debtor (*name and last known address*):

22. Notice of sale has been requested by (*name and address*):

23. Joint debtor was declared bound by the judgment (CCP 989-994)

a. on (*date*): _____ a. on (*date*): _____

b. name and address of joint debtor: _____ b. name and address of joint debtor: _____

c. additional costs against certain joint debtors (*itemize*):

24. (*Writ of Possession or Writ of Sale*) Judgment was entered for the following:

a. Possession of real property: The complaint was filed on (*date*): _____

(*Check (1) or (2)*):

(1) The Prejudgment Claim of Right to Possession was served in compliance with CCP 415.46.
The judgment includes all tenants, subtenants, named claimants, and other occupants of the premises.

(2) The Prejudgment Claim of Right to Possession was NOT served in compliance with CCP 415.46.

(a) \$ _____ was the daily rental value on the date the complaint was filed.

(b) The court will hear objections to enforcement of the judgment under CCP 1174.3 on the following dates (*specify*): _____

b. Possession of personal property.
 If delivery cannot be had, then for the value (*itemize in 9a*) specified in the judgment or supplemental order.

c. Sale of personal property.

d. Sale of real property.

e. Description of property: _____

NOTICE TO PERSON SERVED

WRIT OF EXECUTION OR SALE. Your rights and duties are indicated on the accompanying *Notice of Levy* (Form EJ-150).

WRIT OF POSSESSION OF PERSONAL PROPERTY. If the levying officer is not able to take custody of the property, the levying officer will make a demand upon you for the property. If custody is not obtained following demand, the judgment may be enforced as a money judgment for the value of the property specified in the judgment or in a supplemental order.

WRIT OF POSSESSION OF REAL PROPERTY. If the premises are not vacated within five days after the date of service on the occupant or, if service is by posting, within five days after service on you, the levying officer will remove the occupants from the real property and place the judgment creditor in possession of the property. Except for a mobile home, personal property remaining on the premises will be sold or otherwise disposed of in accordance with CCP 1174 unless you or the owner of the property pays the judgment creditor the reasonable cost of storage and takes possession of the personal property not later than 15 days after the time the judgment creditor takes possession of the premises.

► *A Claim of Right to Possession form accompanies this writ (unless the Summons was served in compliance with CCP 415.46).*