

PLAINTIFF: DEFENDANT:	CASE NUMBER:
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JUDGMENT—UNLAWFUL DETAINER HABITABLE PREMISES 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 and year defect existed	Defect	Reasonable rental value is reduced by (specify percentage) or (specify amount)	Reduced monthly rent due
(1)		% \$	\$
(2)		% \$	\$
(3)		% \$	\$
(4)		% \$	\$
(5)		% \$	\$
<input type="checkbox"/> Continued on Attachment 7a (form MC-025).			
Total rent due in the 3-day notice is now (specify):			\$

- 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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7. e. Plaintiff is the prevailing party if defendant fails to comply with items 7c and 7d.

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*):