



## JUDICIAL COUNCIL OF CALIFORNIA

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# CIRCULATING ORDER MEMORANDUM TO THE JUDICIAL COUNCIL

Circulating Order Number: CO-21-01

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**Title**

Unlawful Detainers: Forms to Implement  
Senate Bill 91

**Action Requested**

VOTING MEMBERS ONLY: Submit votes  
by responding to the transmittal e-mail.

**Rules, Forms, Standards, or Statutes Affected**

Adopt form UD-120 and revise forms  
UD-101 and UD-105

**Please Respond By**

February 11, 2021, at noon

**Recommended by**

Civil and Small Claims Advisory Committee  
Hon. Ann I. Jones, Chair  
Hon. Brad Seligman, Vice-Chair

**Date of Report**

February 6, 2021

**Contact**

Anne M. Ronan, Legal Services  
Judicial Council Support  
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*California Rules of Court, rules 10.5(h) and 10.13(d) allow the Judicial Council to act on business between meetings, including urgent matters, by circulating order. This memorandum is not a Judicial Council meeting, circulating orders are conducted via electronic communications. Prior public notice of a proposed circulating order is not required.*

**Executive Summary**

Senate Bill 91 (Stats. 2021, ch. 2), urgency legislation that became effective when signed on Friday, January 29, 2021, extended the tenant protections provided under the Tenant, Homeowner, and Small Landlord Relief and Stabilization Act of 2020 (Assem. Bill 3088; Stats. 2020, ch. 37), added some additional protections, and established a rental assistance program. In light of these statutory changes, two unlawful detainer forms (a mandatory form with supplemental allegations and the answer form) are no longer in compliance with California law and may be misleading to the parties and the courts. In addition, a new form is required to allow parties to comply with the new statutory requirement for verifications by a landlord before a court may issue a judgment in an unlawful detainer case based on nonpayment of rent. Because

the new law is already in effect, the Civil and Small Claims Advisory Committee recommends that the forms be adopted and revised immediately, and be circulated for public comment after the council's action.

On February 8, 2021, the Rules Committee reviewed the proposal in this circulating order memorandum under California Rules of Court, rule 10.13(d) and approved its circulation to the council.

### **Recommendation**

The Civil and Small Claims Advisory Committee recommends that the Judicial Council, effective February 16, 2021:

1. Adopt *Verification by Landlord Regarding Rental Assistance* (form UD-120); and
2. Revise *Plaintiff's Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101) and *Answer—Unlawful Detainer* (form UD-105).

The proposed new and revised forms are attached at pages 8–17.

### **Relevant Previous Council Action**

Assembly Bill 3088, which includes the COVID-19 Tenant Relief Act of 2020, was enacted as urgency legislation on August 30, 2020, and put in place new provisions addressing unlawful detainer actions during the COVID-19 pandemic that went into effect immediately. (See Link A.) The bill provided, among other things, certain protections against the termination of residential tenancies for failure to pay rent due from March 1, 2020, through January 31, 2021. In order for courts to determine whether judgments may issue on unlawful detainer cases in light of these new protections and the protections provided by federal law, plaintiffs need to provide information beyond the allegations contained in *Complaint—Unlawful Detainer* (form UD-100) or previously included in individually drafted complaints. For that reason, the council adopted *Plaintiff's Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101), effective October 5, 2020, which includes allegations as to the various facts that a court needs to know to properly apply the provisions in AB 3088. The council also approved revised *Answer—Unlawful Detainer* (form UD-105) to aid defendants in responding to the allegations in new form UD-101 and raising defenses potentially available under AB 3088. Because there was not time to circulate the revised answer form prior to the October 5 effective date, the form was circulated for public comment after the council approved it, and was further revised in December 2020 in response to the comments received.

## Analysis/Rationale

### Revisions to forms UD-101 and UD-105

#### *Senate Bill 91*

The provisions of Assembly Bill 3088 included certain protections to residential tenants whose tenancy was being terminated for nonpayment of rent due from March 1, 2020, through January 31, 2021, or being terminated for some other reason between September 1, 2021, and January 31, 2021. Because SB 91 (see Link B), along with recent federal action, extends the time frame for the tenant protections, place some new strictures on landlords (which raise corresponding new defenses for tenants), and require additional verifications by certain plaintiffs, forms UD-101 and UD-105 must be revised to be in compliance with the law.<sup>1</sup>

The primary change to unlawful detainer law and procedures under SB 91, and the one with the most immediate impact, is the extension of AB 3088’s “covered period”—the period in which landlords may not bring such actions based on nonpayment of rent due after March 1, 2020, if a declaration of financial distress has been provided by the tenant. The end date has been moved from January 31, 2021, to June 30, 2021. (Code Civ. Proc., § 1179.02(a) & (i).) The changes in the related time frames require several minor, but significant, revisions to the forms. While dates are primarily included in the items only as instructions, these revisions are significant because without them landlords will not know that they still need to complete certain items on form UD-101 and, as a result, a court may issue judgments that are not permitted under the new law. And without the date changes to the answer form, tenants will not know that they can assert certain defenses even though the defenses still apply, and so may waive those defenses and lose the case—and their homes—in spite of SB 91’s extension of the legal protections.

The following items have been revised to reflect the changes in the time frame for the parties’ rights and responsibilities under the new law:

- Items that are currently directed to cases for nonpayment of rent in the “transition time period” within the covered period, previously limited to cases through January 31, 2021 (form UD-101 at item 7; form UD-105 at item 3m).
- Items referencing the date by which tenants must pay the minimum rent required in order to avoid eviction—that is, the end of the transition time period (form UD-101 at item 11; form UD-105 at item 3m(6)(b)).
- Items addressing the requirement that any unlawful detainer actions brought for reasons other than nonpayment of COVID-19–related rental debt must be based on just cause, previously limited to cases before February 1, 2021 (Code Civ. Proc., § 1179.03.5(a); form UD-101 at item 10; form UD-105 at item 3n).

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<sup>1</sup> The other forms approved by the council to implement AB 3088, forms UD-104 and UD-104(A), to be used for filing declarations of COVID-19–related financial distress with the court, do not have any dates or references that were impacted by SB 91.

- The item asserting a defense that a termination is retaliatory if actually for failure to pay COVID-19–related rental debt, even though asserted on other grounds (Civ. Code, § 1942.5(*l*); form UD-105 at item 3*l*).

Senate Bill 91 also added some new strictures on landlords. New Civil Code section 1942.9 prohibits a landlord from charging late fees for COVID-19–related rental debt (i.e., money due between March 1, 2020, and June 30, 2021) to a tenant who has provided a declaration of COVID-19–related financial distress. In addition, the landlord cannot increase fees for services being charged to such a tenant, or charge for services previously provided for free. The checklist of defenses on the answer form now include defenses for violations of those new provisions, violation of which would affect, at a minimum, the amount of money claimed in the unlawful detainer action (form UD-105 at items 3m(6)(b) and (c)).

New Code of Civil Procedure section 1179.04.5 prohibits a landlord, for a tenancy that exists during the covered time period, from either applying the security deposit toward back rent or applying any rental payment made to COVID-19–related rental debt “other than the prospective month’s rent.” A defense based on this new provision has also been added to the answer form (form UD-105 at item 3r).<sup>2</sup>

### ***Federal actions***

There have also been recent changes in federal protections available to tenants during the COVID-19 pandemic. The references to the federal protections are therefore being revised at the same time the forms are being revised to conform to state law.

There are two different sets of federal protections currently referenced on the forms:

- The U.S. Centers for Disease Control and Prevention (CDC) issued an agency order temporarily halting evictions for failure to pay rent effective September 4, 2020, through December 31, 2020, for eligible tenants who provided a declaration to landlords.<sup>3</sup> That protection was initially extended to January 31, 2021, as part of the appropriations bill passed in late December 2020,<sup>4</sup> and later the CDC issued a new order, extending the

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<sup>2</sup> SB 91 makes other changes to the unlawful detainer provisions in AB 3088, such as adding new text for the notices that the parties must send out after February 1, but because the new notice provisions are in the same statutory sections as the prior provisions, the changes have no impact on the text in the council forms. There are also new provisions relating to actions to recover COVID-19–related rental debt (particularly in new Code of Civil Procedure section 871.10, adding requirements for complaints in such cases), but because those actions may not be brought until July 1, 2021, as limited or unlimited civil cases and until August 1 as small claims cases, there is more time for the advisory committee to consider whether to recommend forms or form revisions for those actions.

<sup>3</sup> *Temporary Halt in Residential Evictions to Prevent the Further Spread of COVID-19*, 85 Fed. Reg. 55292 at 55296 (Sept. 4, 2020); see Link C.

<sup>4</sup> The extension is in the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260 (Dec. 27, 2020) 134 Stat. 1182), at section 502 of title V of division N.

protection until at least March 31, 2021. (Link D.) It is not yet known whether the federal stimulus bill currently in Congress will provide a longer period for the moratorium.

- In addition, the CARES Act<sup>5</sup> prohibited evictions from rental units in properties with federally backed multifamily mortgages if subject to a mortgage forbearance, and for 30 days after the forbearance ends. (15 U.S.C. § 9057.) That act also requires 30 days' notice in federally financed properties. (15 U.S.C. § 9058.) The eviction protections for properties with mortgages in forbearance have, at least for now, ended, but are being considered for renewal in the next stimulus act. The 30-day notice requirement remains in force.

The dates have been removed from the items in the forms referencing the federal provisions in light of the fact that the dates in the current forms are no longer correct, and the current end-dates may change again in the near future (form UD-101 at item 4; form UD-105 at items 3p and q).

The other revision to form UD-101 is the addition of information at the beginning relating to the new requirement in SB 91 that a landlord must verify certain facts before a court may enter certain unlawful detainer judgments. That provision is discussed in the next section.

### **New form UD-120**

SB 91 adds new provisions to the Health and Safety Code, beginning at section 50897, establishing a new rental assistance program to administer federal rental assistance funds. Eligible households can apply for assistance in the form of payment to the landlord for up to 80 percent of the rental debt incurred between April 1, 2020, and March 31, 2021. As a condition for receiving the funds, a landlord must waive the right to file an unlawful detainer action based on any remaining rental arrears for the time period for which the payment is made. (Health & Saf. Code, § 50897.1(d)(2).)

The new law provides that “the court shall not enter a judgment in favor of the landlord” in any unlawful detainer action seeking possession of residential rental property based on nonpayment of rent or any other financial obligation under the lease without express verification that the landlord has not received rental assistance or other financial assistance, nor has any applications pending for such assistance, either corresponding to the amount demanded in the notice underlying the complaint, or for any amount accruing after the date of that notice. The statute breaks this out into four separate statements that must be verified. (Health & Saf. Code, § 50897.3(e)(2).)

The committee notes this obligation is not limited by date of the tenancy or by date of the unpaid rent: it applies to judgments in all residential unlawful detainer actions for nonpayment of rent that are pending now or brought in the future. No judgment is to be entered in such cases without a landlord's verification under penalty of perjury of all the statements set out in the new Health and Safety Code provision. While such cases are limited in light of the protections in AB 3088

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<sup>5</sup> The Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136 (Mar. 27, 2020) 134 Stat. 281).

and SB 91, they do exist. Tenants who cannot, or have not, provided a declaration of COVID-19–related financial distress can still be evicted for nonpayment of rent.

The proposed *Verification by Landlord Regarding Rental Assistance* (form UD-120) is a recitation of the verifications required by the statute before judgment can be entered in certain cases. Requiring this form for default judgments in cases based on nonpayment of residential rent will ensure that a plaintiff can easily provide the required verification, and also ensure that a verification filed with the court meets the statutory requirements. In order to ensure that plaintiffs know that this verification is required for certain unlawful detainer judgments, the committee has also added information about this requirement to the instructions at the beginning of form UD-101.<sup>6</sup>

### **Policy implications**

The COVID-19 pandemic presents an unprecedented crisis that threatens the lives, health, and safety of all Californians. In AB 3088 and SB 91, the Legislature has enacted policies balancing protections for tenants—who are facing the loss of housing and potentially face homelessness as a result of financial losses or expenditures related to the pandemic—with the rights of property owners who also have financial interests at stake. Because the complexities of the provisions intended to protect landlords and tenants may place unrepresented parties at a disadvantage if clear forms are not provided for their use, it is important that the forms reflect current law.

### **Comments**

The recommended forms have not yet been circulated for public comment.

### **Alternatives considered**

The committee considered not recommending the forms until after they had been circulated for comment. However, with the provisions of SB 91 already in effect, the committee concluded that the new and revised forms should be available as soon as possible to avoid confusion among parties and in the courts. The proposed revisions are not extensive, and they closely track the statute. Similarly, the new form verification uses the language from the statute that is now required of all plaintiffs in actions based on nonpayment of residential rent. The committee recommends that the council revise and adopt the forms now, and that the forms be circulated for comment shortly after they go into effect.

### **Fiscal and Operational Impacts**

Although SB 91 will have a significant impact on court operations, the new and revised forms should help to alleviate that impact, by making it less difficult for judicial officers to adjudicate

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<sup>6</sup> The recommendation to make this particular revision is not unanimous. Some members of the committee wanted the statements to be included as a final item to be completed in form UD-101, rather than just information about the verification. Some others concluded that no mention of the requirement need be included on the form at all, because the verification is not a requirement for *filing* an unlawful detainer action, just a requirement for judgment to be entered. The majority, however, concluded that adding information about the new requirement was sufficient and appropriate. This issue can be addressed further when the forms are circulated for public comment.

unlawful detainer proceedings in compliance with the new law. Court staff, judicial officers, and self-help center staff will need to be made aware of the new and revised forms, and that older versions should not be rejected (see Cal. Rules of Court, rule 1.42).

### **Attachments and Links**

1. Forms UD-101, UD-105, and UD-120, at pages 8–17
2. Voting instructions, at page 18
3. Vote and signature pages, at pages 19–20
4. Link A: Assembly Bill 3088 (Aug. 1, 2020),  
[http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=201920200AB3088](http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201920200AB3088)
5. Link B: Senate Bill 91 (Jan. 29, 2021)  
[http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=202120220SB91](http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB91)
6. Link C: CDC order (Sept. 4, 2020) [www.federalregister.gov/documents/2020/09/04/2020-19654/temporary-halt-in-residential-evictions-to-prevent-the-further-spread-of-covid-19#footnote-5-p55293](http://www.federalregister.gov/documents/2020/09/04/2020-19654/temporary-halt-in-residential-evictions-to-prevent-the-further-spread-of-covid-19#footnote-5-p55293)
7. Link D: CDC order (Jan. 29, 2021), [www.cdc.gov/coronavirus/2019-ncov/more/pdf/CDC-Eviction-Moratorium-01292021.pdf](http://www.cdc.gov/coronavirus/2019-ncov/more/pdf/CDC-Eviction-Moratorium-01292021.pdf)

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: FIRM NAME: STREET ADDRESS: CITY: TELEPHONE NO.: E-MAIL ADDRESS: ATTORNEY FOR (name):	STATE BAR NUMBER:  STATE:                      ZIP CODE: FAX NO.:	FOR COURT USE ONLY  <b>DRAFT</b> <b>02/06/2021</b>  <b>NOT APPROVED BY</b> <b>THE JUDICIAL COUNCIL</b>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF</b> STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:		
PLAINTIFF: DEFENDANT:		
<b>PLAINTIFF'S MANDATORY COVER SHEET AND</b> <b>SUPPLEMENTAL ALLEGATIONS—UNLAWFUL DETAINDER</b>		CASE NUMBER:
For action filed (check one): <input type="checkbox"/> before October 5, 2020 <input type="checkbox"/> on October 5, 2020, or later		

A plaintiff filing a complaint for unlawful detainer, or requesting any court action in an unlawful detainer proceeding filed before October 5, 2020, must complete all sections of this form applicable to the action. Filing this form complies with the requirement in Code of Civil Procedure section 1179.01.5(c).

- Serve this form with the summons.
- If a summons has already been served, then serve by mail or any other means of service authorized by law.
- If defendant has already answered, there is no requirement for defendant to respond to the supplemental allegations before trial.

Before obtaining a judgment in an unlawful detainer action for nonpayment of rent on a residential property, a plaintiff will be required to verify that no rental assistance or other financial compensation has been received for the amount in the notice demanding payment or accruing afterward, and no application is pending for such assistance. For a default judgment, plaintiff must use Verification by Landlord Regarding Rental Assistance (form UD-120) to make this verification.

1. PLAINTIFF (name each):

alleges causes of action in the complaint filed in this action against DEFENDANT (name each):

2. **Statutory cover sheet allegations** (Code Civ. Proc., § 1179.01.5(c))

- a. This action seeks possession of real property that is (check all that apply):  Residential       Commercial  
 (If "residential" is checked, complete items 3 and 4 and all remaining items that apply to this action. If only "commercial" is checked, no further items need to be completed except the signature and verification.)
- b. This action is based, in whole or in part, on an alleged default payment of rent or other charges.  Yes       No

3. **Tenants subject to COVID-19 Tenant Relief Act** (Code Civ. Proc., § 1179.02(h))

- a. (1) One or more defendants in this action is a natural person:  Yes       No  
 (2) Identify any defendant not a natural person:  
 (If no is checked, then no further items need to be completed except the signature and verification.)
- b. (1) All defendants named in this action maintain occupancy as described in Civil Code section 1940(b).  Yes       No  
 (2) Identify any defendant who does not:  
 (If yes is checked, then no further items need to be completed except the signature and verification.)



PLAINTIFF: DEFENDANT:	CASE NUMBER:
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4. **Federal law allegations**

- a. Defendant  has  has not provided a statement under penalty of perjury for the Centers for Disease Control and Prevention's order for *Temporary Halt in Evictions to Prevent Further Spread of COVID-19* (85 Federal Register 55292) or its extension. *(Note to plaintiff: Proceeding in violation of the federal order may result in civil or criminal penalties.)*
- b. This action  does  does not seek possession of a dwelling unit in property that has a federally backed multifamily mortgage for which forbearance has been granted under title 15 United States Code section 9057.
- (1) Date forbearance began
- (2) Date forbearance ended

5.  **Unlawful detainer notice expired before March 1, 2020**

The unlawful detainer complaint in this action is based solely on a notice to quit, to pay or quit, or to perform covenants or quit, in which the time period specified in the notice expired before March 1, 2020. *(If this is the only basis for the action, no further items need to be completed except the signature and verification on page 4. (Code Civ. Proc., § 1179.03.5(a)(1).))*

6.  **Rent or other financial obligations due between March 1, 2020, and August 30, 2021 (protected time period)**

The unlawful detainer complaint in this action is based, at least in part, on a demand for payment of rent or other financial obligations due in the protected time period. *(Check all that apply.)*

- a.  Defendant *(name each)*:

was served the "Notice from the State of California" required by Code of Civil Procedure section 1179.04, and if more than one defendant, on the same date and in the same manner. *(Provide information regarding service of this notice in item 8 below.)*

- b.  One or more defendants was served with the notice in item 6a on a different date or in a different manner, which service is described in attachment 8c.
- c.  Defendant *(name each)*:

was served with at least 15 days' notice to pay rent or other financial obligations, quit, or deliver a declaration, and an unsigned declaration of COVID-19–related financial distress, in the form and with the content required in Code of Civil Procedure section 1179.03(b) and (d).

*(If the notice identified defendant as a **high-income tenant** and requested submission of documentation supporting any declaration the defendant submits, complete item 9 below. (Code Civ. Proc., § 1179.02.5(c).))*

*(If filing form UD-100 with this form and item 6c is checked, specify this 15-day notice in item 9a(7) on form UD-100, attach a copy of the notice to that complaint form, and provide all requested information about service on that form.)*

- d. Response to notice *(check all that apply)*:

- (1)  Defendant *(name each)*:

delivered a declaration of COVID-19–related financial distress on landlord in the time required. (Code Civ. Proc., § 1179.03(f).)

- (2)  Defendant *(name each)*:

did *not* deliver a declaration of COVID-19–related financial distress on landlord in the time required. (Code Civ. Proc., § 1179.03(f).)

7.  **Rent or other financial obligations due between September 1, 2020, and June 30, 2021 (the transition time period)**

The unlawful detainer complaint in this action is based, at least in part, on a demand for payment of rent or other financial obligations due during the transition time period.

- a.  Defendant *(name each)*:

was served the "Notice from the State of California" required by Code of Civil Procedure section 1179.04, and if more than one defendant, on the same date and in the same manner. *(Provide information regarding service of this notice in item 8 below.)*

PLAINTIFF: DEFENDANT:	CASE NUMBER:
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7. b.  One or more defendants was served with the notice in item 7a on a different date or in a different manner, which service is described in attachment 8c.
- c.  Defendant (*name each*):

was served with at least 15 days' notice to pay rent or other financial obligations, quit, or deliver a declaration, and an unsigned declaration of COVID-19-related financial distress, in the form and with the content required in Code of Civil Procedure section 1179.03(c) and (d).

(If the notice identified defendant as a **high-income tenant** and requested submission of documentation supporting any declaration the defendant submits, complete item 9 below. (Code Civ. Proc., § 1179.02.5(c).))

(If filing form UD-100 with this form and item 6c is checked, specify this 15-day notice in item 9a(7) on form UD-100, attach a copy of the notice to that complaint form, and provide all requested information about service on that form.)

- d. Response to notice (*check all that apply*):

- (1)  Defendant (*name each*):

delivered a declaration of COVID-19–related financial distress on the landlord in the time required. (Code Civ. Proc., § 1179.03(f).)

- (2)  Defendant (*name each*):

did *not* deliver a declaration of COVID-19–related financial distress on the landlord in the time required. (Code Civ. Proc., § 1179.03(f).)

- e.  Rent due (*complete only if action filed after June 30, 2021*):

(1) Rent in the amount of \$ \_\_\_\_\_ was due between September 1, 2020, and June 30, 2021.

(2) Payment of \$ \_\_\_\_\_ for that period was received by June 30, 2021.

8. **Service of Code of Civil Procedure Section 1179.04 Notice From the State of California** (*check all that apply*)

- a.  The notice identified in item 6a and 7a was served on the defendant named in those items as follows:

(1)  By personally handing a copy to defendant on (*date*):

(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.

(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)  By sending a copy by mail addressed to the defendant on (*date*):

- 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 items 6b and 7b is stated in Attachment 8c.

- d.  Proof of service of the notice or notices in items 6a, 6b, 7a, and 7b is attached to this form and labeled Exhibit 1.

9.  **High-income tenant.** The 15-day notice in item 6c or 7c above identified defendant as a high-income tenant and requested submission of documentation supporting the tenant's claim that tenant had suffered COVID-19–related financial distress. Plaintiff had proof before serving that notice that the tenant has an annual income that is at least 130 percent of the median income for the county the rental property is located in and not less than \$100,000. (Code Civ. Proc., § 1179.02.5.)

- a.  The tenant did not deliver a declaration of COVID-19–related financial distress within the required time. (Code Civ. Proc., § 1179.03(f).)

- b.  The tenant did not deliver documentation within the required time supporting that the tenant had suffered COVID-19–related financial distress as asserted in the declaration. (Code Civ. Proc., § 1179.02.5(c).)

PLAINTIFF: DEFENDANT:	CASE NUMBER:
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10.  **Just cause eviction.** (Only applicable if action is filed before **July 1, 2021**. Note: If the tenancy is subject to the Tenant Protection Act (including Civil Code section 1946.2), plaintiff must, if using form UD-100, complete item 8 on that form in addition to this item.)
- a.  The tenancy identified in the unlawful detainer complaint in this action was terminated for at-fault just cause as defined in Civil Code section 1946.2(b)(1), which reason is in the notice of termination. (Code Civ. Proc., § 1179.03.5(a)(3)(A)(i).)
- b.  The tenancy identified in the unlawful detainer complaint in this action was terminated for no-fault just cause as defined in Civil Code section 1946.2(b)(2), which reason is in the notice of termination. (Code Civ. Proc., § 1179.03.5(a)(3)(A)(ii).) (Complete (1) or (2) below, only if applicable.)
- (1)  The no-fault just cause is the intent to demolish or substantially remodel, which  is  is not necessary to comply with codes, statutes, or regulations relating to the habitability of the rental units. (Code Civ. Proc., § 1179.03.5(a)(3)(A)(ii).)
- (2)  The tenancy identified in the complaint in this action was terminated because the owner of the property has entered into a contract with a buyer who intends to occupy the property and the property  does  does not meet all the requirements of Civil Code section 1946.2(e)(8). (Code Civ. Proc., § 1179.03.5(a)(3)(A)(ii)(II).)
- c.  This action is based solely on the cause of termination checked in item 10a or b above, and is not for nonpayment of rent or other financial obligations. (If this item applies, plaintiff may not recover any rental debt due from the period between March 1, 2020, and **June 30, 2021**, as part of the damages in this action. (Code Civ. Proc., § 1179.03.5(a)(3)(B).))
11.  **Rent or other financial obligations due after **June 30, 2021**.** (Only applicable if action is filed on or after **July 1, 2021**.) The only demand for rent or other financial obligations on which the unlawful detainer complaint in this action is based is a demand for payment of rent due after **June 30, 2021**.
12.  Number of pages attached (specify):

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: \_\_\_\_\_

\_\_\_\_\_  
 (TYPE OR PRINT NAME)



\_\_\_\_\_  
 (SIGNATURE)

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: FIRM NAME: STREET ADDRESS: CITY: TELEPHONE NO.: E-MAIL ADDRESS: ATTORNEY FOR (name):	STATE BAR NUMBER:  STATE:                      ZIP CODE: FAX NO.:	FOR COURT USE ONLY  <b>DRAFT</b> <b>02/06/2021</b>  <b>NOT APPROVED</b> <b>BY JUDICIAL</b> <b>COUNCIL</b>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF</b> STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:		
PLAINTIFF: DEFENDANT:		
<b>ANSWER—UNLAWFUL DETAINER</b>		

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 the *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 of the statements of the complaint and of the *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).*)

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

(c) Defendant has no information or belief that the following statements on the *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).

CASE NUMBER:

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](http://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.  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 the 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 in item 3t the facts showing violation of the ordinance.)
- h.  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 Civ. Code, § 1946.2(c).
- (3)  Plaintiff failed to comply with the relocation assistance requirements of Civ. Code, § 1946.2(d).
- (4)  Plaintiff has raised the rent more than the amount allowed under Civ. Code, § 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.
- i.  Plaintiff accepted rent from defendant to cover a period of time after the date the notice to quit expired.
- j.  Plaintiff seeks to evict defendant based on an act against defendant or a member of defendant's household that constitutes domestic violence, sexual assault, stalking, human trafficking, or abuse of an elder or a dependent adult. (This defense requires one of the following: (1) a temporary restraining order, protective order, or police report that is not more than 180 days old; OR (2) a signed statement from a qualified third party (e.g., a doctor, domestic violence or sexual assault counselor, human trafficking caseworker, or psychologist) concerning the injuries or abuse resulting from these acts.)
- k.  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.
- l.  Plaintiff's demand for possession of a residential property is in retaliation for nonpayment of rent or other financial obligations due between March 1, 2020, and June 30, 2021, even though alleged to be based on other reasons. (Civ. Code, § 1942.5(d).)
- m.  Plaintiff's demand for possession of a residential property is based on nonpayment of rent or other financial obligations due between March 1, 2020, and June 30, 2021, and (check all that apply):
- (1)  Plaintiff did not serve the general notice of rights under the COVID-19 Tenants Relief Act as required by Code of Civil Procedure section 1179.04.
- (2)  Plaintiff did not serve the required 15-day notice. (Code Civ. Proc., § 1179.03(b) or (c).)
- (3)  Plaintiff did not provide an unsigned declaration of COVID-19-related financial distress with the 15-day notice. (Code Civ. Proc., § 1179.03(d).)
- (4)  Plaintiff did not provide an unsigned declaration of COVID-19-related financial distress in the language in which the landlord was required to provide a translation of the rental agreement. (Code Civ. Proc., § 1179.03(d).)

CASE NUMBER:

- m. (5)  Plaintiff identified defendant as a "high-income tenant" in the 15-day notice, but plaintiff did not possess proof at the time the notice was served establishing that defendant met the definition of high-income tenant. (Code Civ. Proc., § 1179.02.5(b).)
- (6) (a)  Defendant delivered to plaintiff one or more declarations of COVID-19–related financial distress. (Code Civ. Proc., § 1179.03(f).) *(Describe when and how delivered and check all other items below that apply):*
- (b)  Plaintiff's demand for payment includes late fees on rent or other financial obligations due between March 1, 2020, and June 30, 2021.
- (c)  Plaintiff's demand for payment includes fees for services that were increased or not previously charged.
- (d)  *(For cases filed after June 30, 2021)* Defendant, on or before June 30, 2021, paid or offered plaintiff payment of at least 25% of the total rental payments that were due between September 1, 2020, and June 30, 2021, and that were demanded in the termination notices for which defendant delivered the declarations described in (a). (Code Civ. Proc., § 1179.03(g)(2).)
- (7)  Defendant is currently filing or has already filed a declaration of COVID-19–related financial distress with the court. (Code Civ. Proc., § 1179.03(h).)
- n.  *(For cases filed before July 1, 2021)* Plaintiff's demand for possession of a residential tenancy is based on a reason other than nonpayment of rent or other financial obligations, and plaintiff lacks just cause for termination of the tenancy, as defined in Civil Code section 1946.2(b) or Code of Civil Procedure section 1179.03.5(a)(3)(A).
- o.  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)*.
- p.  Defendant provided plaintiff with a declaration under penalty of perjury for the Centers for Disease Control and Prevention's temporary halt in evictions to prevent further spread of COVID-19 (85 Federal Register 55292 at 55297), and plaintiff's reason for termination of the tenancy is one that the temporary halt in evictions applies to. *(Describe when and how provided):*
- q.  Plaintiff violated the federal CARES Act, because the property is covered by that act and *(check all that apply):*
- (1)  The federally backed mortgage on the property was in forbearance when plaintiff brought the action. (15 U.S.C. § 9057.)
- (2)  The plaintiff did not give the required 30 days' notice. (15 U.S.C. § 9058(c).)
- r.  Plaintiff improperly applied payments made by defendant in a tenancy that was in existence between March 1, 2020, and June 30, 2021, as follows *(check all that apply):*
- (1)  Plaintiff applied a security deposit to rent due without tenant's written agreement.
- (2)  Between March 1, 2020, and June 30, 2021, plaintiff applied a monthly rental payment to COVID-19–related debt other than to the prospective month's rent, without tenant's written agreement.
- s.  Other defenses and objections are stated in item 3t.

CASE NUMBER:

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.

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: \_\_\_\_\_

CASE NUMBER: \_\_\_\_\_

**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)

**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)



ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: FIRM NAME: STREET ADDRESS: CITY: TELEPHONE NO.: E-MAIL ADDRESS: ATTORNEY FOR ( <i>name</i> ):	STATE BAR NUMBER:  STATE:          ZIP CODE: FAX NO.:	FOR COURT USE ONLY  <b>DRAFT</b> <b>02/06/21</b>  <b>NOT APPROVED</b> <b>BY JUDICIAL</b> <b>COUNCIL</b>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF</b> STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:		
PLAINTIFF: DEFENDANT:		
<b>VERIFICATION BY LANDLORD REGARDING RENTAL ASSISTANCE</b>		CASE NUMBER:

*This form must be filed by the plaintiff with any request for default judgment in any unlawful detainer action seeking possession of residential property based on nonpayment of rent or any other financial obligation under a lease.*

1. The landlord of the property at issue in this case is (*name*):
2. All of the following statements are true:
  - a. Landlord has not received rental assistance or other financial compensation from any other source corresponding to the amount demanded in the notice underlying the complaint in this action.
  - b. Landlord has not received rental assistance or other financial compensation from any other source for rent accruing after the date of the notice underlying the complaint in this action.
  - c. Landlord does not have any pending application for rental assistance or other financial compensation from any other source corresponding to the amount demanded in the notice underlying the complaint in this action.
  - d. Landlord does not have any pending application for rental assistance or other financial compensation from any other sources for rent accruing after the date of the notice underlying the complaint in this action.

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)

\_\_\_\_\_  
 (TITLE-- provide if signing on behalf of corporation or other business entity)

## **Instructions for Review and Action by Circulating Order**

### **Voting members**

- Please reply to the email message with “I approve,” “I disapprove,” or “I abstain,” by **February 11, 2021** at noon.
- If you are unable to reply by February 11 at noon, please do so as soon as possible thereafter.

### **Advisory members**

The circulating order is being emailed to you for your information only. There is no need to sign or return any documents.

**CIRCULATING ORDER  
Judicial Council of California  
Voting and Signature Pages**

Effective February 16, 2021, the Judicial Council approves the recommendation to:

1. Adopt *Verification by Landlord Regarding Rental Assistance* (form UD-120); and
2. Revise *Plaintiff’s Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101) and *Answer—Unlawful Detainer* (form UD-105).

My vote is as follows:

Approve       Disapprove       Abstain

\_\_\_\_\_  
Tani G. Cantil-Sakauye, Chair

\_\_\_\_\_  
Marla O. Anderson

\_\_\_\_\_  
Richard Bloom

\_\_\_\_\_  
C. Todd Bottke

\_\_\_\_\_  
Stacy Boulware Eurie

\_\_\_\_\_  
Kevin C. Brazile

\_\_\_\_\_  
Kyle S. Brodie

\_\_\_\_\_  
Jonathan B. Conklin

\_\_\_\_\_  
Carol A. Corrigan

\_\_\_\_\_  
Samuel K. Feng

\_\_\_\_\_  
Brad R. Hill

\_\_\_\_\_  
Rachel W. Hill

My vote is as follows:

Approve

Disapprove

Abstain

\_\_\_\_\_  
Harold W. Hopp

\_\_\_\_\_  
Harry E. Hull, Jr.

\_\_\_\_\_  
Patrick M. Kelly

\_\_\_\_\_  
Dalila Corral Lyons

\_\_\_\_\_  
Gretchen Nelson

\_\_\_\_\_  
Maxwell V. Pritt

\_\_\_\_\_  
David M. Rubin

\_\_\_\_\_  
Marsha G. Slough

\_\_\_\_\_  
Thomas J. Umberg

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Administrative Director and  
Secretary of the Judicial Council