



Judicial Council of California

455 Golden Gate Avenue · San Francisco, California 94102-3688

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REPORT TO THE JUDICIAL COUNCIL

Item No.: 25-148

For business meeting on October 24, 2025

Title

Unlawful Detainer: Form Revisions to Reflect Repeal of COVID-19 Legislation

Report Type

Action Required

Effective Date

January 1, 2026

Date of Report

September 29, 2025

Contact

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Rules, Forms, Standards, or Statutes Affected

Revise forms SC-100, SC-103, SC-104B, SUM-130, UD-100, and UD-105; revoke forms PLD-C-500, PLD-C-505, PLD-C-520, SC-500, SC-500A, SC-500-INFO, UD-101, UD-104, UD-104(A), and UD-125

Recommended by

Civil and Small Claims Advisory Committee
Hon. Samantha P. Jessner, Chair

Executive Summary

Several statutes enacted to address the COVID-19 pandemic have been repealed. The Civil and Small Claims Advisory Committee recommends revising four forms and revoking 10 forms to implement these changes in law, revising one unlawful detainer form to refer to the federal CARES Act, and revising one summons form to make nonsubstantive corrections.

Recommendation

The Civil and Small Claims Advisory Committee recommends that the Judicial Council, effective January 1, 2026:

1. Revise the following forms to remove references to repealed COVID-19 legislation or other forms implementing that legislation:
 - *Plaintiff's Claim and Order to Go to Small Claims Court* (form SC-100);
 - *Fictitious Business Name* (form SC-103);
 - *What Is "Proof of Service"?* (form SC-104B); and

- *Answer—Unlawful Detainer* (form UD-105).
2. Revise *Summons—Eviction* (form SUM-130) to make nonsubstantive corrections;
 3. Revise *Complaint—Unlawful Detainer* (form UD-100) to add a subitem regarding the federal CARES Act and to add an item implementing Health and Safety Code section 50897.3(e)(2); and
 4. Revoke the following forms because their implementing statutes have been repealed:
 - *Complaint—Recovery of COVID-19 Rental Debt* (form PLD-C-500);
 - *Answer—Recovery of COVID-19 Rental Debt* (form PLD-C-505);
 - *Verification by Plaintiff Regarding Rental Assistance—Recovery of COVID-19 Rental Debt* (form PLD-C-520);
 - *Plaintiff's Claim and Order to Go to Small Claims Court (COVID-19 Rental Debt)* (form SC-500);
 - *Other Plaintiffs or Defendants (COVID-19 Rental Debt)* (form SC-500A);
 - *COVID-19 Rental Debt in Small Claims Court* (SC-500-INFO);
 - *Plaintiff's Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101);
 - *Cover Sheet for Declaration of COVID-19–Related Financial Distress* (form UD-104);
 - *Attachment—Declaration of COVID-19–Related Financial Distress* (form UD-104(A)); and
 - *Application to Prevent Forfeiture Due to COVID-19 Rental Debt* (form UD-125).

The proposed revised and revoked forms are attached at pages 10–54.

Relevant Previous Council Action

The council adopted form SC-100 in 1997 and last revised it effective January 1, 2024, to reflect the statutory increase in the jurisdictional limit for limited civil cases.

The council approved form SC-103 effective January 1, 1992, and approved form SC-104B effective January 1, 2006. Both forms were last revised effective November 1, 2021, to implement COVID-19 legislation.

The council adopted form SUM-130 prior to 1977 and last revised it effective January 1, 2025, to reflect the change made by Assembly Bill 2347 (Stats. 2024, ch. 512) to the deadline to respond to the summons in unlawful detainer proceedings and other summary proceedings for obtaining possession of real property.

The council adopted form UD-105 effective January 1, 1982, and last revised it effective January 1, 2024, to remove inapplicable COVID-19 defenses.

The council adopted form UD-101 effective October 5, 2020; approved forms UD-104, and UD-104A effective October 5, 2020; adopted form UD-125 effective October 1, 2021; approved form SC-500-INFO effective October 15, 2021; and adopted forms PLD-C-500, PLD-C-505, PLD-C-520, SC-500, and SC-500A effective November 1, 2021. These forms were all created to implement COVID-19 legislation.

Forms SC-500A, SC-500-INFO, UD-104, UD-104A, and UD-125 have not been revised since they were adopted. Forms PLD-C-500, PLD-C-505, PLD-C-520, and SC-500 were last revised effective January 1, 2024, to reflect the statutory increase in the jurisdictional limit for limited civil cases. Form UD-101 was last revised effective January 1, 2024, to remove inapplicable COVID-19 defenses.

Analysis/Rationale

The committee recommends revising four forms and revoking 10 forms to reflect the repeal of certain COVID-19 legislation,¹ revising *Complaint—Unlawful Detainer* (form UD-100) to add an item from one of the revoked forms and add a subitem referring to the federal CARES Act, and revising *Summons—Eviction* (form SUM-130) to make nonsubstantive corrections.

Form revisions and revocations to reflect the repeal of COVID-19 legislation

In 2020 and 2021, the Judicial Council adopted and revised numerous forms to implement Code of Civil Procedure section 116.223 and sections 1179.01 through 1179.15, which permitted recovery of COVID-19 rental debt in small claims court, required a cover sheet for unlawful detainer filings, and created other procedures for unlawful detainer filings during a specified period. Those statutes were repealed as of September 30, 2024, or October 1, 2025, by their own terms.

The committee recommends revising four forms to remove references to the repealed COVID-19 legislation or to other forms implementing that legislation:²

- *Plaintiff's Claim and Order to Go to Small Claims Court* (form SC-100). The committee recommends deleting:
 - The instruction box on page 1 regarding COVID-19 rental debt;
 - The reference in item 3 to form SC-500 because the committee recommends revoking form SC-500; and
 - The references at the bottom of pages 5 and 6 to “action[s] to recover COVID-19 rental debt.”

¹ An additional form, *Verification By Landlord Regarding Rental Assistance—Unlawful Detainer* (form UD-120), also included items related to the repealed COVID-19 legislation. That form was revised in 2022 to remove those items. Judicial Council of Cal., Advisory Com. Rep., *Unlawful Detainer: Form Revisions Under Code of Civil Procedure, Sections 1179.10 and 1179.11* (June 30, 2022), <https://jcc.legistar.com/View.ashx?M=F&ID=11032982&GUID=65DEE8DB-3D3B-4CBD-8A47-08607BF95789>.

² The committee also recommends correcting URLs on forms SC-100, SC-103, SC-104B, and UD-105.

- *Fictitious Business Name* (form SC-103). The committee recommends deleting the “Form SC-500” checkbox on page 1 because the committee recommends revoking form SC-500.
- *What Is “Proof of Service”?* (form SC-104B). The committee recommends deleting references to form SC-500 because the committee recommends revoking that form. These references are in the sections “What is ‘service’?,” “When do the court forms have to be served?,” and “What if I can’t get the court papers served before the trial?”
- *Answer—Unlawful Detainer* (form UD-105). The committee recommends deleting:³
 - The references to form UD-101 in items 2a and 2b because the committee recommends revoking that form;
 - All of item 2b(2) because it concerns form UD-101, which the committee recommends revoking; and
 - The reference in item 3n to Code of Civil Procedure section 1179.01.

The committee recommends revoking 10 forms that were created to implement the repealed COVID-19 legislation:

- *Complaint—Recovery of COVID-19 Rental Debt* (form PLD-C-500);
- *Answer—Recovery of COVID-19 Rental Debt* (form PLD-C-505);
- *Verification by Plaintiff Regarding Rental Assistance—Recovery of COVID-19 Rental Debt* (form PLD-C-520);
- *Plaintiff’s Claim and Order to Go to Small Claims Court (COVID-19 Rental Debt)* (form SC-500);
- *Other Plaintiffs or Defendants (COVID-19 Rental Debt)* (form SC-500A);
- *COVID-19 Rental Debt in Small Claims Court* (SC-500-INFO);
- *Plaintiff’s Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101);
- *Cover Sheet for Declaration of COVID-19–Related Financial Distress* (form UD-104);
- *Attachment—Declaration of COVID-19–Related Financial Distress* (form UD-104(A)); and
- *Application to Prevent Forfeiture Due to COVID-19 Rental Debt* (form UD-125).

³ Item 3m on form UD-105 concerns COVID-19 rental assistance under the federal Emergency Rental Assistance Program (<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/emergency-rental-assistance-program>). That program is still ongoing, and item 3m does not need to be revised.

Revisions to Complaint—Unlawful Detainer (form UD-100)

Item 3 on form UD-101

The committee recommends revoking *Plaintiff's Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101) because it implements Code of Civil Procedure section 1179.01.5(c), which was repealed on October 1, 2025. However, item 3 on form UD-101 implements Health and Safety Code section 50897.3(e)(2), which has not been repealed. Section 50897.3(e)(2) states that “in any unlawful detainer action seeking possession of residential rental property based on nonpayment of rent or any other financial obligation under the lease, the court shall not enter a judgment in favor of the landlord” unless the landlord makes certain verifications regarding rental assistance or other financial compensation. *Verification by Landlord Regarding Rental Assistance—Unlawful Detainer* (form UD-120) requires the landlord to make the section 50897.3(e)(2) verifications, but that form is filed only when the landlord seeks a default judgment.

The committee therefore recommends adding item 11 to form UD-100 to contain the Health and Safety Code section 50897.3(e)(2) verifications from item 3 on form UD-101. Adding this item will ensure that, as required by the statute, the court receives the verifications before it enters judgment in favor of the landlord, and will also give tenants the opportunity to respond to the verifications in their answer.⁴

Federal CARES Act

The federal Coronavirus Aid, Relief, and Economic Security (CARES) Act provides that for “covered properties,” a 30-day notice to vacate must be provided to the tenant before a landlord can file an eviction lawsuit based on nonpayment of rent.⁵ The act defines a “covered property” as any property that (1) participates in a covered housing program, as defined in 34 U.S.C. § 12491(a); (2) participates in the rural housing voucher program under 42 U.S.C. § 1490r; or (3) has a federally backed mortgage loan or federally backed multifamily mortgage loan. The CARES Act was enacted to address the COVID-19 pandemic, but the 30-day notice provision of the act did not contain a sunset date.

The committee recommends revising form UD-100 to add a checkbox to item 9a, which asks the plaintiff to identify the notices to pay rent or quit that have been served on the defendant. The new checkbox is for a “30-day notice to vacate under the federal CARES Act (15 U.S.C. § 9058(c)).” This checkbox uses the statutory language from the CARES Act, which refers to a “notice to vacate” and not a “notice to quit.”

⁴ Item 3m on *Answer—Unlawful Detainer* (form UD-105) contains responses to the section 50897.3(e)(2) verifications.

⁵ 15 U.S.C. § 9058(c).

The committee makes this recommendation in response to several public comments on a recent proposal to revise unlawful detainer forms.⁶ Those commenters noted that although item 3o on *Answer—Unlawful Detainer* (form UD-105) asks whether the property is covered by the federal CARES Act, tenants are unlikely to know this information because CARES Act coverage depends on whether the property owner participates in certain programs or has a federally backed mortgage.

In response to these comments, as well as several comments on the current proposal, the committee considered adding a new item on form UD-100 to ask whether the property is covered by the CARES Act. However, the committee concluded that without more explicit statutory authorization, it would not be appropriate to add an item asking whether the property is covered by the CARES Act. The other items on form UD-100 are either expressly required to be included on an unlawful detainer complaint, such as the items required by Code of Civil Procedure section 1166, or are necessary to implement California law.

The committee determined that revising item 9a to add a checkbox for “30-day notice to vacate under the federal CARES Act (15 U.S.C. § 9058(c))” is more appropriate and is authorized by statute. Code of Civil Procedure section 1166(a)(5) requires an unlawful detainer complaint to “[s]tate specifically the method used to serve the defendant with the notice or notices of termination upon which the complaint is based.” A CARES Act notice could be a notice upon which the complaint is based.

The committee recognizes that a checkbox regarding notice under the CARES Act will not always help defendants complete item 3o on form UD-105, but it could help in some cases by confirming whether the plaintiff believes the property is covered and provided the required notice.

Revisions to *Summons—Eviction* (form SUM-130)

The invitation to comment on this proposal sought comments on revisions to form SUM-130 to implement AB 2347, which changed the deadline to respond to a summons in unlawful detainer proceedings and other summary proceedings for obtaining possession of real property.⁷ Those revisions were approved effective January 1, 2025, prior to public comment because the council determined that prompt revision was warranted to ensure the form did not incorrectly state the law. The committee did not receive any public comments regarding the revisions to form SUM-130. However, the committee noticed that several URLs on form SUM-130 were formatted incorrectly and therefore recommends revising the form to correct them.

⁶ Judicial Council of Cal., Advisory Com. Rep., *Unlawful Detainer: Forms to Reflect Existing Law and Implement Senate Bill 1017 and Assembly Bill 1726* (July 14, 2023), <https://jcc.legistar.com/View.ashx?M=F&ID=12246586&GUID=F320E952-292B-412D-9A58-4B4BDF9AEC0A>.

⁷ Judicial Council of Cal., Staff Rep., *Unlawful Detainer: Deadline to Respond to Summons* (Dec. 19, 2024), <https://jcc.legistar.com/View.ashx?M=A&ID=1264335&GUID=E6AA9A2C-F163-4D75-88F3-E33A4E2A3E45>.

Policy implications

The recommended form revisions and revocations will ensure that Judicial Council forms correctly reflect the law. The recommendations are therefore consistent with *The Strategic Plan for California's Judicial Branch*, specifically the goals of Modernization of Management and Administration (Goal III) and Quality of Justice and Service to the Public (Goal IV).

Comments

The proposed form revisions and revocations circulated for public comment from April 14 to May 23, 2025, as part of the regular spring invitation-to-comment cycle. The proposal received nine comments: three from superior courts, one from the Joint Rules Subcommittee of the Trial Court Presiding Judges Advisory Committee and Court Executives Advisory Committee, three from legal aid organizations, one from a county bar association, and one from an attorney. Four commenters approved the proposal, one approved if modified, and four did not indicate a position. The substantive comments and the committees' responses are summarized below, and a chart with the full text of the comments received and the committee's responses is attached beginning at page 55.

Forms used in actions to recover COVID-19 rental debt

The committee recommends revoking *Complaint—Recovery of COVID-19 Rental Debt* (form PLD-C-500), *Answer—Recovery of COVID-19 Rental Debt* (form PLD-C-505), and *Verification by Plaintiff Regarding Rental Assistance—Recovery of COVID-19 Rental Debt* (form PLD-C-520). These forms are used for actions to recover COVID-19 rental debt, meaning unpaid rent or other unpaid financial obligations of a tenant that came due between March 1, 2020, and September 30, 2021.

Bay Area Legal Aid commented that these forms should not be revoked for three reasons: (1) the statute of limitations has not run for all COVID-19 rental debt; (2) item 6 on form PLD-C-500 implements Code of Civil Procedure section 871.10, which will not be repealed until October 1, 2027; and (3) forms PLD-C-500 and PLD-C-505 are affected by Code of Civil Procedure section 1161.2.5, which is not being repealed.

The committee determined that it is appropriate to revoke these forms effective January 1, 2026. A plaintiff could not bring an action for recovery of COVID-19 rental debt after September 30, 2025. The statute of limitations for actions to recover debt is four years.⁸ September 30, 2021, was the last day that COVID-19 rental debt could be incurred, and September 30, 2025, is four years after that.⁹ However, revoking the forms will not prevent parties from filing or defending

⁸ Code Civ. Proc., § 337.

⁹ Under California Rules of Court, emergency rule 9, all statutes of limitations that are more than 180 days were tolled from April 6 to October 1, 2020. The statute of limitations will have run by September 30, 2025, for actions subject to the six-month tolling of Emergency rule 9 because four years and six months after October 1, 2020, is April 1, 2025.

against actions for recovery of COVID-19 rental debt to the extent any can be filed after January 1, 2026.

Additionally, it is unnecessary to keep item 6 on form PLD-C-500 available until October 1, 2027, when Code of Civil Procedure section 871.10 is repealed. Section 871.10 creates pleading requirements for actions seeking recovery of COVID-19 rental debt. If September 30, 2025, is the latest that a plaintiff could bring an action for recovery of COVID-19 rental debt, then the allegations in item 6 will not be relevant in any action brought after that date. Similarly, although Code of Civil Procedure section 1161.2.5 is not being repealed, it does not affect whether these forms can be revoked. Section 1161.2.5 sets limitations on who may access records in civil cases seeking recovery of COVID-19 rental debt, and this limitation is stated at the top of forms PLD-C-500 and PLD-C-505. Section 1161.2.5 does not affect any substantive items on the forms.

Complaint—Unlawful Detainer (form UD-100)

In the invitation to comment, the committee proposed using the term “notice to quit” in the federal CARES Act checkbox in item 9a on form UD-100. However, several commenters pointed out that the statute uses the term “notice to vacate” rather than “notice to quit.” Legal Aid of Sonoma County also commented that referring to the notice as a “notice to quit” could impact a court’s interpretation of the statute because courts across the country disagree on how to interpret the CARES Act, including whether it preempts the tenant’s rights under California state law to cure the default.

The committee therefore recommends that item 9a(5) on form UD-100 use the term “notice to vacate” rather than “notice to quit.”

Answer—Unlawful Detainer (form UD-105)

In the invitation to comment, the committee proposed removing item 3p from form UD-105. Item 3p implements Code of Civil Procedure section 1179.04.5, which concerns improper application of rental payments to COVID-19 rental debt, and which was repealed on October 1, 2025.

Bay Area Legal Aid commented that item 3p will be applicable until at least August 2026 because a landlord could improperly apply a tenant’s September 2025 rent payment to the tenant’s COVID-19 rental debt, then issue a notice to quit in August 2026 based on “nonpayment” of rent in September 2025. The tenant would have defenses under section 1179.04.5 because the law would have been in effect at the time the landlord improperly applied the September 2025 rent payment.

The committee therefore recommends keeping item 3p on form UD-105 and revising it to read, “Before October 1, 2025, plaintiff improperly applied payments made by defendant in a tenancy that was in existence between March 1, 2020, and September 30, 2021.” This revision will allow tenants to continue to raise a defense under section 1179.04.5 if applicable but will also clarify that the defense does not apply after October 1, 2025.

Alternatives considered

The committee did not consider the alternative of taking no action because form revisions and revocations are necessary to reflect the repeal of Code of Civil Procedure section 116.223 and sections 1179.01 through 1179.15. To the extent the proposed revisions were not required by the statutory terms, the committee considered taking no action but ultimately determined the revisions were warranted in light of the benefits the revisions would provide to the courts and court users. As discussed above, the committee considered alternatives proposed by the commenters and concluded that its recommendations best satisfy the statutory mandate and comply with law.

Fiscal and Operational Impacts

The statutory changes will require education of court staff and judicial officers. The revised forms are intended to facilitate courts' and parties' implementation of the changes in statute and will require education and possibly some changes to computerized case management systems. Because the revisions are required to ensure the forms reflect current law, these operational impacts cannot be avoided.

Attachments and Links

1. Forms PLD-C-500, PLD-C-505, PLD-C-520, SC-100, SC-103, SC-104B, SC-500, SC-500A, SC-500-INFO, SUM-130, UD-100, UD-101, UD-104, UD-104(A), UD-105, UD-125, at pages 10–54
2. Chart of comments, at pages 55–74
3. Link A: Assembly Bill 2347,
https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240AB2347

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: FIRM NAME: STREET ADDRESS: CITY: STATE: ZIP CODE: TELEPHONE NO.: FAX NO.: EMAIL ADDRESS: ATTORNEY FOR (name):	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
PLAINTIFF: DEFENDANT:	
COMPLAINT—RECOVERY OF COVID-19 RENTAL DEBT ☐ COMPLAINT ☐ AMENDED COMPLAINT (Number):	
Jurisdiction (check all that apply): ☐ ACTION IS A LIMITED CIVIL CASE (does not exceed \$35,000) Amount demanded ☐ does not exceed \$10,000 ☐ exceeds \$10,000 ☐ ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$35,000)	
	CASE NUMBER:

**ACTION FOR RECOVERY OF COVID-19 RENTAL DEBT
AS DEFINED UNDER CODE OF CIVIL PROCEDURE SECTION 1179.02**
 Access to the records in this case is limited under Code of Civil Procedure section 1161.2.5.

If plaintiff cannot afford to pay filing fees, plaintiff may ask the court to waive the fees by completing form FW-001, Request to Waive Court Fees, and filing it with the court.

This form may not be used for actions to recover commercial rental debt.

Notice to defendant: Defendant must use form PLD-C-505, Answer—Recovery of COVID-19 Rental Debt, to answer this complaint.

1. Plaintiff (name or names):

brings this complaint for recovery of COVID-19 rental debt against **defendant (name or names):**

INTRODUCTORY ALLEGATIONS

2. a. Each plaintiff named above is a competent adult

☐ **except plaintiff (name):**

- (1) ☐ a corporation qualified to do business in California
 (2) ☐ an unincorporated entity (describe):
 (3) ☐ other (specify):

b. ☐ Plaintiff (name):

has complied with the fictitious business name laws and is doing business under the fictitious name (specify):

c. ☐ Information about additional plaintiffs who are not competent adults is shown in Attachment 2.

PLAINTIFF: DEFENDANT:	CASE NUMBER:
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3. This court is the proper court because
- ☐ a defendant lives here now.
 - ☐ a defendant entered into the rental agreement or lease here.
 - ☐ the property that is the subject matter of the rental agreement or lease is here.
 - ☐ Other (*specify*):
4. ☐ Plaintiff has been assigned the rights to the COVID-19 rental debt that is set out in item 6 of this complaint, by (*name of assignor*): _____ on (*date of assignment*): _____

ALLEGATIONS ABOUT COVID-19 RENTAL DEBT

5. a. Defendant (*name each*):
 agreed to pay rent for the premises at (*address*):
 during part or all of the period between March 1, 2020, and September 30, 2021.
- b. The rent was in the amount of: \$ _____ payable ☐ monthly ☐ Other (*specify*):
- c. ☐ Defendant (*name each*):
 agreed to pay other amounts as part of the rental agreement or lease, for (*describe service paid for*):
 in the amount of: \$ _____ payable ☐ monthly ☐ Other (*specify*):
- d. ☐ Copies of all relevant rental agreements or leases for the tenancy described in item 5a are attached, numbered as Attachment 5.
6. The plaintiff claims defendant or defendants owe: \$ _____ for unpaid rent or other financial obligations of the tenancy that came due between March 1, 2020, and September 30, 2021. (*Complete items a and b.*)
- a. Rent due. (*List all rent plaintiff claims defendant or defendants owe that came due during the period from March 1, 2020, to September 30, 2021. For each month you claim rent is due, include each amount due and the date it came due. If there is not enough space below, check the box below, use form MC-025, and title it Attachment 6(a).*)
☐ Other allegations are on form MC-025.
- b. Other amounts of COVID-19 rental debt due. (*List all unpaid financial obligations under the lease or rental agreement (other than rent) that plaintiff claims defendant owes and that came due during the period from March 1, 2020, to September 30, 2021. For each month you claim other financial obligations are due, include each amount, the date it came due, and what it was for (for example, parking fees or utilities included as part of the rental agreement). If there is not enough space below, check the box below, use form MC-025, and title it Attachment 6(b).*)
☐ Other allegations are on form MC-025.

PLAINTIFF: DEFENDANT:	CASE NUMBER:
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ALLEGATIONS ABOUT RENTAL ASSISTANCE

7. a. Plaintiff made a good-faith effort to help defendant obtain rental assistance before filing this case, as required under Code of Civil Procedure section 871.10(a), by *(check all that apply)*
- (1) ☐ investigating whether governmental rental assistance is available to the defendant.
- (2) ☐ seeking governmental rental assistance for the defendant.
- (3) ☐ cooperating with the defendant's efforts to obtain rental assistance from any governmental entity or other third party.
- b. ☐ Documentation of the efforts described in item 7a is attached as required by statute and marked as Attachment 7.
- c. ☐ Plaintiff does not have documentation of the efforts described in item 7a, but made the following efforts *(describe)*:

8. Plaintiff states that the following are true:

(Note: The statements in items 8a and b must be verified under penalty of perjury before a judgment for plaintiff can be entered by the court. [See Health & Saf. Code, § 50897.3(e).] If plaintiff later requests a default judgment, plaintiff must file Verification by Plaintiff Regarding Rental Assistance—Recovery of COVID-19 Rental Debt (form PLD-C-520) with that request.)

- a. ☐ The landlord has not received rental assistance or other financial compensation from any other source corresponding to any of the amount claimed in item 6.
- b. ☐ The landlord does not have any application pending for rental assistance or other financial compensation from any other source corresponding to any of the amount claimed in item 6.
- c. ☐ *(Complete if plaintiff is not the landlord.)*

The landlord is (name):

and plaintiff can make the statements above on the following basis *(describe the basis for plaintiff making the statements in items 8a and b):*

PLAINTIFF: DEFENDANT:	CASE NUMBER:
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OTHER ALLEGATIONS

9. ☐ Plaintiff makes the following additional allegations: *(State any additional allegations below, with each allegation lettered in order, starting with (a), (b), (c), etc. If there is not enough space below, check the box below and use form MC-025, title it Attachment 9, and letter each allegation in order.)* ☐ Other allegations are on form MC-025.

10. ☐ The following items in this complaint are alleged on information and belief *(list item numbers)*:

11. This pleading, including attachments and exhibits, consists of the following number of pages: _____.

DEMAND FOR JUDGMENT

12. **Plaintiff** requests judgment for costs of suit; for such relief as is fair, just, and equitable; and for

- a. ☐ damages of: \$
- b. ☐ interest on damages
 (1) ☐ according to proof.
 (2) ☐ at the date of *(specify)*: _____ per year from *(date)*:
- c. ☐ attorneys' fees, to the extent permitted under Code of Civil Procedure section 871.11,
 (1) ☐ of: \$
 (2) ☐ according to proof.
- d. ☐ Other *(specify)*:

Date:

(TYPE OR PRINT NAME)

▶ _____
(SIGNATURE OF PLAINTIFF OR ATTORNEY)

VERIFICATION
(Optional, but see item 8)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, except as to those matters listed in item 10 as alleged on information and belief, and as to those matters, I believe them to be true.

Date:

(TYPE OR PRINT NAME)

▶ _____
(SIGNATURE)

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

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: FIRM NAME: STREET ADDRESS: CITY: STATE: ZIP CODE: TELEPHONE NO.: FAX NO.: EMAIL ADDRESS: ATTORNEY FOR (name):	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
PLAINTIFF: DEFENDANT:	
ANSWER—RECOVERY OF COVID-19 RENTAL DEBT ☐ TO COMPLAINT OF (name): CASE NUMBER:	

ACTION FOR RECOVERY OF COVID-19 RENTAL DEBT
AS DEFINED UNDER CODE OF CIVIL PROCEDURE SECTION 1179.02
 Access to the records in this case is limited under Code of Civil Procedure section 1161.2.5.

This form must be used to answer Complaint—Recovery of COVID-19 Rental Debt (form PLD-C-500) within 30 calendar days after defendant is served with the complaint. Alternatively, defendant may file a demurrer, motion to strike, or motion to quash within that same time period if any of those responses are appropriate. A cross-complaint may be made on a separate pleading form (Judicial Council forms that have form numbers preceded by PLD) or individually prepared on pleading paper. Defendant may want to consult with an attorney.

If defendant cannot afford to pay filing fees to answer, defendant may ask the court to waive the fees by completing Request to Waive Court Fees (form FW-001), and filing it with the court.

1. Defendant (name or names):

answers the complaint as follows:

DENIALS (Complete item 2 or item 3, not both.)

2. General Denial (Read the instructions below before checking this item.)

☐ Defendant generally denies each statement in the complaint.

(This item can be checked only if either of the following applies:

- *The complaint is **not** verified. (The complaint is verified if the Verification at the bottom of page 4 of form PLD-C-500 is signed or if a Verification is attached to the form.); or*
- *The amount demanded in the complaint is \$35,000 or less (a limited civil case) AND the debt has not been assigned to someone other than the landlord. (If item 4 on form PLD-C-500 has been checked, this General Denial **cannot** be checked.)*

If this General Denial is checked, go on to item 4.

If this General Denial is not checked, defendant may make the Specific Denials in item 3.)

3. Specific Denials of Allegations in Complaint

Defendant may complete this item if Defendant did not check the general denial box, above. Defendant should complete each section in item 3 below if defendant either

- *disagrees that one or more statements in the corresponding section of the complaint is true or correct (list those statements by item number or letter in subpart (1) for each section); or*
- *does not have enough information or belief to state whether one or more of the statements in the corresponding section of the complaint are true or false (list those statements by item number or letter in subpart (2) for each section).*

If defendant agrees with all of the statements in a section of the complaint, do not check any boxes for that section in item 3 below. This will be an admission that all the statements in that section of the complaint are true.

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3. a. **Introductory Allegations** (items 2-4 on form PLD-C-500)

- (1) ☐ Defendant denies the following statements in the section of the complaint titled **Introductory Allegations** (write the item number of any items in that section of form PLD-C-500 that defendant disagrees with, or explain why defendant disagrees):
- (2) ☐ Defendant has no information or belief as to whether the following items in the section titled **Introductory Allegations** are true, so denies them (write the item number of any items in that section of form PLD-C-500 that defendant denies on this basis):

b. **Allegations About COVID-19 Rental Debt** (items 5 and 6 on form PLD-C-500)

- (1) ☐ Defendant denies the following statements in the section of the complaint titled **Allegations About COVID-19 Rental Debt** (write the item number of any items in that section of form PLD-C-500 that defendant disagrees with, or explain why defendant disagrees):
- (2) ☐ Defendant has no information or belief as to whether the following items in the section titled **Allegations About COVID-19 Rental Debt** are true, so denies them (write the item number of any items in that section of form PLD-C-500 that defendant denies on this basis):

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3. c. **Allegations About Rental Assistance** (items 7 and 8 on form PLD-C-500)

- (1) ☐ Defendant denies the following statements in the section of the complaint titled **Allegations About Rental Assistance** (write the item number of any items in that section of form PLD-C-500 that defendant disagrees with, or explain why defendant disagrees):

- (2) ☐ Defendant has no information or belief as to whether the following items in the section titled **Allegations About Rental Assistance** are true, so denies them (write the item number of any items in that section of form PLD-C-500 that defendant denies on this basis):

d. **Other Allegations** (item 9 on form PLD-C-500 and any statements in Attachment 9 to the form)

- (1) ☐ Defendant denies the following statements in the section of the complaint titled **Other Allegations** or in **Attachment 9** to the complaint (write the item number or letter of any items in that section of form PLD-C-500 or in Attachment 9 that defendant disagrees with, or explain why defendant disagrees. If more room is needed, use form MC-025.)
☐ Response is provided on form MC-025, titled as Attachment 3d.

- (2) ☐ Defendant has no information or belief as to whether the following items in the section titled **Other Allegations** or in **Attachment 9** are true, so denies them (write the item number or letter of any items in that section of form PLD-C-500 that defendant denies on this basis):

e. **Demand for Judgment** (item 12 on form PLD-C-500)

- (1) ☐ Defendant denies the following statements in the section of the complaint titled **Demand for Judgment** (write the item number or letter of any items in that section of form PLD-C-500 that defendant disagrees with, or explain why defendant disagrees):

- (2) ☐ Defendant has no information or belief as to whether the following items in the section titled **Demand for Judgment** are true, so denies them (write the item number or letter of any items that defendant denies on this basis):

PLAINTIFF: DEFENDANT:	CASE NUMBER:
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4. Defenses and Objections

(Check all that apply. NOTE: For each box checked, defendant must state any additional facts needed to support it in item 4m or, if more room is needed, on form MC-025. The parties may disagree about the amount of rent that is owed for various reasons. Read more about these reasons in the California Department of Real Estate's guide at <https://landlordtenant.dre.ca.gov/resources/guidebook/index.html> in the "Living in the Rental Unit" and "Dealing with Problems" sections.)

- a. ☐ Defendant delivered to the landlord one or more declarations of COVID-19–related financial distress and (check any that apply)
- (1) ☐ the amount demanded includes late fees on rent or other financial obligations due between March 1, 2020, and September 30, 2021 (Civ. Code, § 1942.9);
- (2) ☐ the amount demanded includes fees for services and the fees that were increased between March 1, 2020, and September 30, 2021, or had not been charged before (Civ. Code, § 1942.9).
- b. ☐ Defendant has completed an application for government rental assistance for part or all of the amount demanded, which is still pending, and (check one)
- (1) ☐ a copy of the notification from the government rental assistance program that a completed application was submitted is attached, marked as Attachment 4h.
- (2) ☐ defendant does not have a copy of a notification, but the application was completed with the following government rental assistance program:
(name of program):
(date completed):
(application number):
- c. ☐ The landlord refused to obtain rental assistance from the governmental rental assistance program that applied to the housing for which rent or other financial obligations is demanded, even though tenant met all eligibility requirements. (Code Civ. Proc., § 871.10(b).)
- d. ☐ Plaintiff was assigned debt in violation of Civil Code section 1788.66 because defendant's household income is at or below 80 percent of the area median income for the 2020 or 2021 calendar year.
- e. ☐ The amount of attorneys' fees requested by plaintiff is more than permitted by law for cases for recovery of COVID-19 rental debt. (Code Civ. Proc., § 871.11.)
- f. ☐ The amount demanded includes amounts that a third party offered to pay, but which the landlord did not accept. (Civ. Code, § 1947.3; Gov. Code, § 12955.)
- g. ☐ Defendant vacated the premises and does not owe rent after (date):
- h. ☐ The amount demanded should be reduced because the landlord breached the warranty to provide habitable premises.
- i. ☐ The amount demanded includes amounts that the defendant spent to make needed repairs and properly deducted from the rent, but for which the landlord did not give proper credit.
- j. ☐ The amount demanded includes the security deposit that the landlord improperly withheld after the lease or rental agreement was terminated.
- k. ☐ The amount demanded is in violation of law because the landlord improperly raised the rent in violation of state law or a local rent control ordinance. (If a local ordinance, provide name of locality and ordinance number):
- l. ☐ Other defenses or objections. (Describe briefly, and state facts to support them either here or in item m. Include any additional reasons why any claims raised in item 9 or Attachment 9 to form PLD-C-500 should be denied. If more space is needed, check box below and use form MC-025.)
☐ Other defenses and objections are provided on form MC-025, titled as Attachment 4l.

PLAINTIFF: DEFENDANT:	CASE NUMBER:
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4. m. ☐ Additional Facts. *(Provide facts supporting each item checked as needed, either below or, if more space is needed, check box below and use form MC-025.)*

☐ Facts are provided on form MC-025, titled as Attachment 4m.

5. ☐ **Other statements** *(specify below or, if more room is needed, check box below and use form MC-025):*

☐ Other statements are on form MC-025, titled as Attachment 5.

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6. This pleading, including attachments and exhibits, consists of the following number of pages: _____

Demand for Judgment

7. Defendant requests

- a. that plaintiff take nothing.
- b. ☐ for costs of suit.
- c. ☐ attorney's fees, to the extent permitted under Code of Civil Procedure section 871.11,
 - (1) ☐ of: \$
 - (2) ☐ according to proof.
- d. ☐ Other (*specify*):

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

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF DEFENDANT OR ATTORNEY)

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF DEFENDANT OR ATTORNEY)

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF DEFENDANT OR ATTORNEY)

VERIFICATION

Required only if complaint is verified.

An attorney should use a different verification form if verifying the pleading.

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)

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF DEFENDANT)

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF DEFENDANT)

1. Plaintiff (name):
is (check one)

a. ☐ landlord for the tenancy for which the rent or other financial obligations are owed.

b. ☐ assignee or representative of the landlord for the tenancy for which the rent or other financial obligations are owed. (If checked, complete the items below.)

(1) Name of landlord:

(2) Plaintiff's relationship to landlord (describe):

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)

*Clerk stamps date here when form is filed.***DRAFT****07/14/2025****Not approved by
the Judicial Council****Notice to the person being sued:**

- You are the defendant if your name is listed in ② on page 2 of this form or on form SC-100A. The person suing you is the plaintiff, listed in ① on page 2.
- You and the plaintiff must go to court on the trial date listed below. If you do not go to court, you may lose the case. If you lose, the court can order that your wages, money, or property be taken to pay this claim.
- Bring witnesses, receipts, and any evidence you need to prove your case.
- Read this form and all pages attached to understand the claim against you and to protect your rights.

Aviso al Demandado:

- Usted es el Demandado si su nombre figura en ② de la página 2 de este formulario, o en el formulario SC-100A. La persona que lo demanda es el Demandante, la que figura en ① de la página 2.
- Usted y el Demandante tienen que presentarse en la corte en la fecha del juicio indicada a continuación. Si no se presenta, puede perder el caso. Si pierde el caso, la corte podría ordenar que le quiten de su sueldo, dinero u otros bienes para pagar este reclamo.
- Lleve testigos, recibos y cualquier otra prueba que necesite para probar su caso.
- Lea este formulario y todas las páginas adjuntas para entender la demanda en su contra y para proteger sus derechos.

*Fill in court name and street address:***Superior Court of California, County of***Court fills in case number when form is filed.***Case Number:****Case Name:****Order to Go to Court****The people in ① and ② must attend court:** *(Clerk fills out section below.)*

Trial Date	Date	Time	Department	Name and address of court, if different from above
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
Date: _____		Clerk, by _____, Deputy		

Instructions for the person suing:

- You are the plaintiff. The person you are suing is the defendant.
- **Before** you fill out this form, read form [SC-100-INFO](#), *Information for the Plaintiff*, to know your rights. You can get form SC-100-INFO at any courthouse or county law library, or go to courts.ca.gov/rules-forms/find-your-court-forms.
- **Fill out pages 2, 3, and 4 of this form.** Make copies of all the pages of this form and any attachments—one for each party named in this case and an extra copy for yourself. Take or mail the original and the copies to the court clerk's office and pay the filing fee. The clerk will write the date of your trial in the box above. Your court may allow electronic filing. Check your local court website for information: courts.ca.gov/find-my-court.htm.
- You must have someone at least 18—not you or anyone else listed in this case—give each defendant a court-stamped copy of all pages of this form and any pages this form tells you to attach. There are special rules for “serving,” or delivering, this form to public entities, associations, and some businesses. See forms [SC-104](#), [SC-104B](#), and [SC-104C](#).
- **Go to court on your trial date listed above.** Bring witnesses, receipts, and any evidence you need to prove your case.



Plaintiff (list names):

Case Number:

1 The plaintiff (the person, business, or public entity that is suing) is:

Name: _____ Phone: _____

Street address: _____
Street City State Zip

Mailing address (if different): _____
Street City State Zip

Email address (if available): _____

If more than one plaintiff, list next plaintiff here:

Name: _____ Phone: _____

Street address: _____
Street City State Zip

Mailing address (if different): _____
Street City State Zip

Email address (if available): _____

- ☐ Check here if more than two plaintiffs and attach form [SC-100A](#).
- ☐ Check here if either plaintiff listed above is doing business under a fictitious name and attach form [SC-103](#).
- ☐ Check here if any plaintiff is a “licensee” or “deferred deposit originator” (payday lender) under Financial Code sections 23000 et seq.

2 The defendant (the person, business, or public entity being sued) is:

Name: _____ Phone: _____

Street address: _____
Street City State Zip

Mailing address (if different): _____
Street City State Zip

If the defendant is a corporation, limited liability company, or public entity, list the person or agent authorized for service of process here:

Name: _____ Job title, if known: _____

Address: _____
Street City State Zip

- ☐ Check here if your case is against more than one defendant and attach form [SC-100A](#).
- ☐ Check here if any defendant is on active military duty and write defendant’s name here:

3 The plaintiff claims the defendant owes \$ _____ . (Explain below and on next page.)

a. Why does the defendant owe the plaintiff money?



Plaintiff (list names):

Case Number:

- 3 b. When did this happen? (Date): _____
If no specific date, give the time period: Date started: _____ Through: _____
c. How did you calculate the money owed to you? (Do not include court costs or fees for service.)

☐ Check here if you need more space. Attach one sheet of paper or form [MC-031](#) and write "SC-100, Item 3" at the top.

- 4 You must ask the defendant (in person, in writing, or by phone) to pay you before you sue. If your claim is for possession of property, you must ask the defendant to give you the property. Have you done this?

☐ Yes ☐ No If no, explain why not:

- 5 Why are you filing your claim at this courthouse?

This courthouse covers the area (check the one that applies):

- a. ☐ (1) Where the defendant lives or does business. (4) Where a contract (written or spoken) was made, signed, performed, or broken by the defendant or where the defendant lived or did business when the defendant made the contract.
(2) Where the plaintiff's property was damaged.
(3) Where the plaintiff was injured.
- b. ☐ Where the buyer or lessee signed the contract, lives now, or lived when the contract was made, if this claim, is about an offer or contract for personal, family, or household goods, services, or loans. (Code Civ. Proc., § 395(b).)
- c. ☐ Where the buyer signed the contract, lives now, or lived when the contract was made, if this claim is about a retail installment contract (like a credit card). (Civ. Code, § 1812.10.)
- d. ☐ Where the buyer signed the contract, lives now, or lived when the contract was made, or where the vehicle is permanently garaged, if this claim is about a vehicle finance sale. (Civ. Code, § 2984.4.)
- e. ☐ Other (specify):

- 6 List the zip code of the place checked in 5 above (if you know): _____

- 7 Is your claim about an attorney-client fee dispute? ☐ Yes ☐ No

If yes, and if you have had arbitration, fill out form SC-101, attach it to this form, and check here: ☐

- 8 Are you suing a public entity? ☐ Yes ☐ No

If yes, you must file a written claim with the entity first. ☐ A claim was filed on (date): _____

If the public entity denies your claim or does not answer within the time allowed by law, you can file this form.



Plaintiff (list names):

Case Number:

9 Have you filed more than 12 other small claims within the last 12 months in California?

☐ Yes ☐ No *If yes, the filing fee for this case will be higher.*

10 Is your claim for more than \$2,500? ☐ Yes ☐ No

If you answer yes, you also confirm that you have not filed, and you understand that you may not file, more than two small claims cases for more than \$2,500 in California during this calendar year.

11 I understand that by filing a claim in small claims court, I have no right to appeal this claim.

I declare under penalty of perjury under the laws of the State of California that the information above and on any attachments to this form is true and correct.

Date: _____

Plaintiff types or prints name here



Plaintiff signs here

Date: _____

Second plaintiff types or prints name here



Second plaintiff signs here



Requests for Accommodations

Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the trial. For these and other accommodations, contact the clerk's office for form [MC-410](#), *Disability Accommodation Request*. (Civ. Code, § 54.8.)



“Small claims court” is a special court where claims for \$12,500 or less are decided. Individuals, including “natural persons” and sole proprietors, may claim up to \$12,500. Corporations, partnerships, public entities, and other businesses are limited to claims of \$6,250. (See below for exceptions.*) The process is quick and cheap. The rules are simple and informal. You are the *defendant*—the person being sued. The person who is suing you is the *plaintiff*.

Do I need a lawyer? You may talk to a lawyer before or after the case. But you *may not* have a lawyer represent you in court (unless this is an appeal from a small claims case).

How do I get ready for court? You don’t have to file any papers before your trial, unless you think this is the wrong court for your case. But bring to your trial any witnesses, receipts, and evidence that support your case. And read “How to prepare for your trial (court date)” at selfhelp.courts.ca.gov/small-claims/trial.

What if I need an accommodation? If you have a disability or are hearing impaired, fill out form [MC-410, Disability Accommodation Request](#). Give the form to your court clerk or the ADA/Access Coordinator.

What if I don’t speak English well? Ask the court clerk as soon as possible for a court-provided interpreter. You may use form [INT-300, Request for Interpreter \(Civil\)](#) or a local court form to request an interpreter. If a court interpreter is unavailable for your trial, it may be necessary to reschedule your trial. You cannot bring your own interpreter for the trial unless the interpreter has been approved by the court as a certified, registered, or provisionally qualified interpreter. (See Cal. Rules of Court, rule 2.893, and form [INT-140](#).)

Where can I get the court forms I need? Go to any courthouse or your county law library, or print forms at selfhelp.courts.ca.gov/small-claims-forms.

What happens at the trial? The judge will listen to both sides. The judge may make a decision at your trial or mail the decision to you later.

What if I lose the case? If you lose, you may appeal. You’ll have to pay a fee. (Plaintiffs cannot appeal their own claims.)

- If you were at the trial, file form [SC-140, Notice of Appeal](#). You must file within 30 days after the clerk hands or mails you the judge’s decision (judgment) on form [SC-200](#) or form [SC-130, Notice of Entry of Judgment](#).
- If you were *not* at the trial, fill out and file form [SC-135, Notice of Motion to Vacate Judgment and Declaration](#), to ask the judge to cancel the judgment (decision). If the judge does not give you a new trial, you have 10 days to appeal the decision. File form [SC-140](#).

For more information on appeals, see selfhelp.courts.ca.gov/small-claims/after-trial/small-claims-appeals.

Do I have options? Yes. If you are being sued you can:

- **Settle your case before the trial.** If you and the plaintiff agree on how to settle the case before the trial, the plaintiff must file form [CIV-110, Request for Dismissal](#) or a written and signed settlement agreement with the clerk. Ask the Small Claims Advisor for help.

- **Prove this is the wrong court.** Send a letter to the court *before* your trial explaining why you think this is the wrong court. Ask the court to dismiss the claim. You must serve (give) a copy of your letter (by mail or in person) to all parties. (Your letter to the court must say you have done so.)
- **Go to the trial and try to win your case.** Bring witnesses, receipts, and any evidence you need to prove your case. To have the court order a witness to go to the trial, fill out form [SC-107, Small Claims Subpoena and Declaration](#), and have it served on the witness.
- **Sue the person who is suing you.** If you have a claim against the plaintiff, and the claim is appropriate for small claims court as described on this form, you may file *Defendant’s Claim* (form [SC-120](#)) and bring the claim in this action. If your claim is for *more* than allowed in small claims court, you may still file it in small claims court if you give up the amount over the small claims value amount, or you may file a claim for the full value of the claim in the appropriate court. If your claim is for more than allowed in small claims court *and* relates to the same contract, transaction, matter, or event that is the subject of the plaintiff’s claim, you may file your claim in the appropriate court and file a motion to transfer the plaintiff’s claim to that court to resolve both matters together. You can see a description of the amounts allowed in the paragraph above, titled “**Small Claims Court.**”
- **Agree with the plaintiff’s claim and pay the money.** Or, if you can’t pay the money now, go to your trial and say you want to make payments.
- **Let the case “default.”** If you don’t settle and do not go to the trial (default), the judge may give the plaintiff what he or she is asking for plus court costs. If this happens, the plaintiff can legally take your money, wages, and property to pay the judgment.

What if I need more time?

You can change the trial date if:

- You cannot go to court on the scheduled date (you will have to pay a fee to postpone the trial), *or*
- You did not get served (receive this order to go to court) at least 15 days before the trial (or 20 days if you live outside the county).

Ask the Small Claims Clerk about the rules and fees for postponing a trial. Or fill out form [SC-150](#) (or write a letter) and mail it to the court *and* to all other people listed on your court papers before the deadline. Enclose a check for your court fees, unless a fee waiver was granted.



Need help?

Your county’s Small Claims Advisor can help for free.

Or go to selfhelp.courts.ca.gov/small-claims-advisor

* Exceptions: Different limits apply in an action against a defendant who is a guarantor. (See Code Civ. Proc., § 116.220(c).)



La “**Corte de reclamos menores**” es una corte especial donde se deciden casos por \$12,500 o menos. Los individuos, o sea las “personas físicas” y los propietarios por cuenta propia, pueden reclamar hasta \$12,500. Las corporaciones, asociaciones, entidades públicas y otras empresas solo pueden reclamar hasta \$6,250. (Vea abajo para las excepciones.)* El proceso es rápido y económico. Las reglas son sencillas e informales. Usted es el Demandado—la persona que se está demandando. La persona que lo está demandando es el Demandante.

¿Necesito un abogado? Puede hablar con un abogado antes o después del caso. Pero no puede tener a un abogado que lo represente ante la corte (a menos que se trate de una apelación de un caso de reclamos menores).

¿Cómo me preparo para ir a la corte? No tiene que presentar ningún documento antes del juicio, a menos que piense que ésta es la corte equivocada para su caso. Pero lleve al juicio cualquier testigos, recibos y pruebas que apoyan su caso. Y lea “Cómo prepararse para su juicio” en selfhelp.courts.ca.gov/es/reclamos-menores/juicio.

¿Qué hago si necesito una modificación? Si tiene una discapacidad o tiene impedimentos de audición, llene el formulario [MC-410, Solicitud de modificaciones para discapacidad](http://selfhelp.courts.ca.gov/es/reclamos-menores/modificacion). Entregue el formulario al secretario de la corte o al Coordinador de Acceso/ADA de su corte.

¿Qué pasa si no hablo bien inglés? Solicite un intérprete al secretario de la corte lo más pronto posible. Puede usar el formulario [INT-300](http://selfhelp.courts.ca.gov/es/reclamos-menores/int-300) o un formulario de su corte local. Si no está disponible un intérprete de la corte para su juicio, es posible que se tenga que cambiar la fecha de su juicio. No puede llevar su propio intérprete para el juicio a menos que el intérprete haya sido aprobado por la corte como un intérprete certificado, registrado, o provisionalmente calificado. (Vea la regla 2.893 de las Reglas de la Corte de California, y el formulario [INT-140](http://selfhelp.courts.ca.gov/es/reclamos-menores/int-140).)

¿Dónde puedo obtener los formularios de la corte que necesito? Vaya a cualquier edificio de la corte, la biblioteca legal de su condado, o imprima los formularios en selfhelp.courts.ca.gov/es/formularios-de-reclamos-menores.

¿Qué pasa en el juicio? El juez escuchará a ambas partes. El juez puede tomar su decisión durante la audiencia o enviársela por correo después.

¿Qué pasa si pierdo el caso? Si pierde, puede apelar. Tendrá que pagar una cuota. (El Demandante no puede apelar su propio reclamo.)

- Si estuvo presente en el juicio, llene el formulario [SC-140, Aviso de apelación](http://selfhelp.courts.ca.gov/es/reclamos-menores/sc-140) (Notice of Appeal). Tiene que presentarlo dentro de 30 días después de que el secretario le entregue o envíe la decisión (fallo) del juez en el formulario [SC-200](http://selfhelp.courts.ca.gov/es/reclamos-menores/sc-200) o [SC-130, Aviso de publicación del fallo](http://selfhelp.courts.ca.gov/es/reclamos-menores/sc-130) (Notice of Entry of Judgment).
- Si no estuvo en el juicio, llene y presente el formulario [SC-135, Aviso de petición para anular el fallo y Declaración](http://selfhelp.courts.ca.gov/es/reclamos-menores/sc-135) para pedirle al juez que anule el fallo (decisión). Si la corte no le otorga un nuevo juicio, tiene 10 días para apelar la decisión. Presente el formulario [SC-140](http://selfhelp.courts.ca.gov/es/reclamos-menores/sc-140).

Para obtener más información sobre las apelaciones, vea selfhelp.courts.ca.gov/es/reclamos-menores/después-del-juicio/apelaciones-de-reclamos-menores.

¿Tengo otras opciones? Sí. Si lo están demandando, puede:

- **Resolver su caso antes del juicio.** Si usted y el Demandante se ponen de acuerdo en cómo resolver el caso antes del juicio, el Demandante tiene que presentar el formulario [CIV-110 Solicitud de desestimación](http://selfhelp.courts.ca.gov/es/reclamos-menores/civ-110) (Request for Dismissal) o un acuerdo de resolución escrito y firmado al secretario de la corte. Pídale al Asesor de Reclamos Menores que lo ayude.

- **Probar que es la corte equivocada.** Envíe una carta a la corte antes del juicio explicando por qué cree que es la corte equivocada. Pídale a la corte que despidan el reclamo. Tiene que entregar (dar) una copia de su carta (por correo o en persona) a todas las partes. (Su carta a la corte tiene que decir que hizo la entrega.)
- **Ir al juicio y tratar de ganar el caso.** Lleve testigos, recibos y cualquier prueba que necesite para probar su caso. Si desea que la corte emita una orden de comparecencia para que los testigos vayan al juicio, llene el formulario [SC-107, Citatorio de reclamos menores](http://selfhelp.courts.ca.gov/es/reclamos-menores/sc-107) (Small Claims Subpoena) y entrégueselo legalmente al testigo.
- **Demandar a la persona que lo demandó.** Si tiene un reclamo contra el Demandante, y el reclamo se puede presentar en la corte de reclamos menores, tal como se describe en este formulario, puede presentar el formulario [SC-120, Reclamo del demandado](http://selfhelp.courts.ca.gov/es/reclamos-menores/sc-120) (Defendant's Claim) y presentarlo en este mismo caso. Si su reclamo excede el límite permitido en la corte de reclamos menores, puede igualmente presentarlo en la corte de reclamos menores si está dispuesto a limitar su reclamo al máximo permitido, o puede presentar un reclamo por el monto total en la corte apropiada. Si su reclamo excede el límite permitido en la corte de reclamos menores y está relacionado con el mismo contrato, transacción, asunto o acontecimiento que el reclamo del Demandante, puede presentar su reclamo en la corte apropiada y presentar una moción para transferir el reclamo del Demandante a dicha corte, para poder resolver los dos reclamos juntos. Puede ver una descripción de los montos permitidos en el párrafo anterior titulado “Corte de reclamos menores”.
- **Aceptar el reclamo del Demandante y pagar el dinero.** O, si no puede pagar en ese momento, vaya al juicio y diga que quiere hacer los pagos a plazos.
- **No ir al juicio y aceptar el fallo por falta de comparecencia.** Si no llega a un acuerdo con el Demandante y no va al juicio (fallo por falta de comparecencia), el juez le puede otorgar al Demandante lo que está reclamando más los costos de la corte. En ese caso, el Demandante legalmente puede tomar su dinero, su sueldo o sus bienes para cobrar el fallo.

¿Qué hago si necesito más tiempo? Puede cambiar la fecha del juicio si:

- No puede ir a la corte en la fecha programada (tendrá que pagar una cuota para aplazar el juicio), o
- No le entregaron los documentos legalmente (no recibió la orden para ir a la corte) por lo menos 15 días antes del juicio (ó 20 días si vive fuera del condado).

Pregúntele al secretario de reclamos menores sobre las reglas y las cuotas para aplazar un juicio. O llene el formulario [SC-150](http://selfhelp.courts.ca.gov/es/reclamos-menores/sc-150) (o escriba una carta) y envíelo antes del plazo a la corte y a todas las otras personas que figuran en sus papeles de la corte. Adjunte un cheque para pagar los costos de la corte, a menos que le hayan dado una exención.



¿Necesita ayuda? El Asesor de Reclamos Menores de su condado le puede ayudar sin cargo.

O visite selfhelp.courts.ca.gov/es/asesor-de-reclamos-menores.

* **Excepciones:** Existen diferentes límites en un reclamo contra un garante. (Vea el Código de Procedimiento Civil, sección 116.220 (c).)

This form is attached to: ☐ Form SC-100 ☐ Form SC-120

- 1 If you want to file a small claim and you are doing business under a fictitious name (“doing business as,” or “dba”) give the following information.** *(Nonprofits and exempt real estate investment trusts do not have to file this form.)*

Business name of the person suing: _____

Business address (not a U.S. Postal Service P.O. Box): _____

Mailing address (if different): _____

- 2 The business listed in 1 does business as** *(check ONLY one):*

☐ an individual

☐ a corporation

☐ an association

☐ a limited liability company

☐ a partnership

☐ other *(specify):* _____

DRAFT
03/18/2025
Not approved by
the Judicial Council

You must follow the laws for fictitious business names. If you have not followed these laws, including filing a fictitious business name statement in your county and publishing this information in a local newspaper, the court can dismiss your case.

- 3 Name of county where you filed your Fictitious Business Name Statement (dba):** _____

- 4 Your Fictitious Business Name Statement number:** _____

- 5 Date your Fictitious Business Name Statement expires:** _____

- 6 I declare under penalty of perjury under the laws of the State of California that the information above is true and correct. Only the owner, president, chief executive officer (CEO), or other qualified officer can sign this form.**

Date: _____

Type or print your name and title

 _____
Sign your name



Need help?

Your county's Small Claims Advisor can help for free.

Or go to selfhelp.courts.ca.gov/small-claims-advisor

What is “service”?

“Service” or “serving” is when someone—*not you or anyone else listed in this case*—gives a copy of your court papers to the person, business, or public entity you are suing. Service lets the other party know:

- What you are asking for;
- When and where the trial will be; *and*
- What the party can choose to do.

There are strict rules for serving court papers. This form explains how to serve these forms:

- Form [SC-100](#), *Plaintiff’s Claim*
- Form [SC-120](#), *Defendant’s Claim*

How is service done?

This form tells you how to serve by *personal* service or *substituted* service.

Personal service means someone gives the papers directly to the person being sued or to the agent authorized to accept service (business or public entity).

Substituted service means someone gives the papers to an adult where the person lives, works, or receives mail (including a private post office box, but not a U.S. Postal Service P.O. Box).

What if the court papers do not get served?

The judge cannot hear your case unless the court papers were served correctly.

Can the court serve the papers for me?

Yes. You can pay the court to mail your claim to the person you are suing. But if the person you are suing or the person’s agent for service doesn’t sign the U.S. Postal Service mail receipt with his or her complete name, or if someone else signs the receipt, you will have to serve again using personal or substituted service.

Who can serve?

You can ask a friend, a process server, or the sheriff. The server must be at least 18 and not listed in the case.

A “process server” is someone you pay to deliver court forms. Look in the *Yellow Pages* under “Process Serving.” The sheriff (or marshal if your county has one) can also deliver court forms. Ask the court clerk how to contact the sheriff. Or look in the county section of your phone book under “Sheriff.” You must pay the server, unless you qualify for a fee waiver.

How is *personal* service done?

Ask someone who is at least 18 and not listed in this case to personally “serve” (give) a copy of your court papers to the person or the agent authorized to accept court papers for the person, business, or public entity listed on form [SC-104](#).

Give the server a separate *Proof of Service* form for each person, business, or public entity you are suing. And tell the server to:

- Walk up to the person to be served.
- Say, “These are court papers.”
- Give the person copies of all papers checked on form SC-104, *Proof of Service*. If the person won’t take the papers, just leave them near the person. It doesn’t matter if the person tears them up.
- Fill out and sign page 2 of form SC-104, *Proof of Service*.

How is *substituted* service done?

If you don’t want to use personal service or can’t find the person to be served, ask someone who is at least 18 and not listed in this case to serve the court papers.

Give the server a separate *Proof of Service* form for each person, business, or public entity you are suing. Tell the server to give the papers to:

- A competent adult (at least 18) at the home of and living with the person to be served *or*
- An adult who seems to be in charge where the person to be served usually works *or*
- An adult who seems to be in charge where the person receives mail (including a private mailbox, but **not** a U.S. Postal Service P.O. Box). *Note:* This is only for cases where the physical address of the person to be served is not known.

Then do the following:

- Write down that person’s name and say, “Please give these court papers to [*name of person to be served*].” If the person does not want to give his or her name, describe the person you served.
- Give that person copies of all papers checked on form SC-104, *Proof of Service*. If the person won’t take the papers, just leave them near the person.
- Mail another copy of the papers (by first-class mail) to the person being sued at the same address where you left the papers.
- Fill out and sign page 2 of form SC-104, *Proof of Service*.

What does the server do with the original *Proof of Service* form?

If a process server or sheriff served the papers, he or she can file form SC-104, *Proof of Service*, with the clerk. If the server used a different *Proof of Service* form, ask him or her to list each paper served on the form. Also make sure that the registered server will file the original directly with the court and will mail you a copy of the filed form. Take it with you when you go to court.

If a friend served the papers, tell him or her to give the completed form back to you. Keep a copy for your records and take the copy with you when you go to court.

You need to file the original completed *Proof of Service* form **5 days before** your trial.

When do the court forms have to be served?

- **If you are serving form SC-100, *Plaintiff’s Claim*,** look at the trial date on page 1. Then, look at a calendar.

For *personal* service, subtract 15 days from the trial date (or 20 days if the person, business, or public entity is located outside the county). That’s the deadline for serving your small claims forms. But you can serve the forms before the deadline.

The people in ① and ② must go to court

Trial Date	→ Date	Time
1.	_____	_____

For *substituted* service, subtract 25 days from the date the server mailed a copy of the court papers served (or 30 days if the person, business, or public entity is located outside the county). That’s the deadline for serving your small claims forms. But you can serve the forms before the deadline.

If the person, business, or public entity to be served is outside California or if you are serving a different form, ask the Small Claims Advisor for more information.

- **If you are serving form SC-120, *Defendant’s Claim*,** look at the trial date on page 1. Then look at a calendar.

For *personal* or *substituted* service, subtract 5 days from the trial date. That’s the deadline for serving your small claims forms if you were served at least 11 days before the trial. If you were served 10 days or less before the trial date, you must serve at least 1 day before the trial. But you can serve the forms before the deadline.

What if I can’t get the court papers served before the trial?

If you were not able to serve your claim (form SC-100 or SC-120) before the deadline for service, talk to your Small Claims Clerk. Each county has its own rules.

If you already served your claim on some parties but not everyone you are suing, you may need to fill out and file form SC-150, *Request to Postpone Trial*, at least 10 days before the trial date (or explain why you couldn’t meet the 10-day deadline). Then give or mail a copy of this form to all other plaintiffs and defendants listed on your court papers.

The court may postpone your trial for 15 days or more.

Who do I have to serve?

If you are suing a person (or people)—not a business or public entity—serve each person you are suing. For example, if you were in a car accident and you are suing the owner and the driver of the car, you must list the names of the owner *and* the driver on your claim and serve both people.

Examples:

If the owner and driver are the same person:

Lee Smith, owner and driver

If the owner and driver are not the same person:

Lee Smith, driver

Bob Smith, owner

If you are suing a business, an association, or a public entity, read form [SC-104C](#), *How to Serve a Business*.



Need help?

Your county’s Small Claims Advisor can help for free.

Or go to selfhelp.courts.ca.gov/small-claims-advisor.

**THIS IS AN ACTION TO RECOVER COVID-19 RENTAL DEBT
AS DEFINED UNDER CODE OF CIVIL PROCEDURE,
§ 1179.02. ACCESS TO RECORDS IN THIS CASE IS LIMITED
UNDER CODE OF CIVIL PROCEDURE, § 1161.2.5.**

Notice to the person being sued:

- You are the defendant if your name is listed in ② of this form or on form [SC-500A](#). The person suing you is the plaintiff, listed in ①.
- You and the plaintiff must go to court on the trial date listed below. If you do not go to court, you may lose the case. If you lose, the court can order that your wages, money, or property be taken to pay this claim. (Note: This small claims case cannot result in your eviction.) Bring witnesses, receipts, and any other evidence you need to prove your case.
- Read this form and all pages attached to understand the claim against you and to protect your rights, and read [SC-500-INFO, COVID-19 Rental Debt in Small Claims Court](#) for more information, at www.courts.ca.gov/forms.

Aviso al Demandado:

- Usted es el Demandado si su nombre figura en ② de la página 2 de este formulario, o en el formulario SC-500A. La persona que lo demanda es el Demandante, la que figura en ① de la página 2.
- Usted y el Demandante tienen que presentarse en la corte en la fecha del juicio indicada a continuación. Si no se presenta, puede perder el caso. Si pierde el caso, la corte podría ordenar que le quiten de su sueldo, dinero u otros bienes para pagar este reclamo. (Nota: Este caso de reclamos menores no puede resultar en un desalojo.) Lleve testigos, recibos y cualquier otra prueba que necesite para probar su caso.
- Lea este formulario y todas las páginas adjuntas para entender la demanda en su contra y para proteger sus derechos, y lea SC-500-INFO, *La deuda de alquiler del COVID-19 en la corte de reclamos menores* para más información, en www.courts.ca.gov/forms.

Fill in court name and street address:

Superior Court of California, County of

Court fills in case number when form is filed.

Case Number:

Case Name:

Order to Go to Court

The people in ① and ② must go to court: (Clerk fills out section below.)

Trial Date	Date	Time	Department	Name and address of court, if different from above
1.				
2.				
3.				
Date:		Clerk, by _____, Deputy		

Instructions for the person suing:

- You are the plaintiff. The person you are suing is the defendant.
- Before you fill out this form, read forms [SC-500-INFO](#) and [SC-100-INFO](#) to know your rights. Get the forms at any courthouse or county law library, or go to www.courts.ca.gov/forms.
- Fill out pages 2, 3, and 4 of this form. Make copies of all the pages of this form and any attachments—one for each party named in this case and an extra copy for yourself. Take or mail the original and the copies to the court clerk's office and pay the filing fee. The clerk will write the date of your trial in the box above. Your court may allow electronic filing. Check your local court website for information: www.courts.ca.gov/find-my-court.htm.
- You must have someone at least 18—not you or anyone else listed in this case—give each defendant a court-stamped copy of all pages of this form and any pages this form tells you to attach. See forms [SC-104](#) and [SC-104B](#).
- Go to court on your trial date listed above. Bring witnesses, receipts, and any evidence you need to prove your case.



Plaintiff (list names):

Case Number:

1 The plaintiff (the person, business, or public entity that is suing) is:

Name: _____ Phone: _____

Street address: _____
Street City State Zip

Mailing address (if different): _____
Street City State Zip

Email address (if available): _____

If more than one plaintiff, list next plaintiff here:

Name: _____ Phone: _____

Street address: _____
Street City State Zip

Mailing address (if different): _____
Street City State Zip

Email address (if available): _____

☐ Check here if more than two plaintiffs and attach form [SC-500A](#).

☐ Check here if either plaintiff listed above is doing business under a fictitious name and attach form [SC-103](#).

2 The defendant (the person being sued) is:

Name: _____ Phone: _____

Street address: _____
Street City State Zip

Mailing address (if different): _____
Street City State Zip

If more than one defendant, list next defendant here:

Name: _____ Phone: _____

Street address: _____
Street City State Zip

Mailing address (if different): _____
Street City State Zip

☐ Check here if more than two defendants and attach form [SC-500A](#).

☐ Check here if any defendant is on active military duty and write defendant's name here:



Plaintiff (list names):

Case Number:

3 The plaintiff claims the defendant owes \$ _____ for COVID-19 rental debt (unpaid rent or other financial obligations of a tenant that came due in the period from March 1, 2020, to September 30, 2021). (Code Civ. Proc., § 1179.02.) (Explain amount below.)

- a. **Rent.** List all rent you claim defendant owes that came due in the period from March 1, 2020, to September 30, 2021. For each month you claim rent is due, include each amount due and the date it came due.

- b. **Other amounts of COVID-19 rental debt.** List all unpaid financial obligations under the lease or rental agreement (other than rent) that you claim defendant owes and that came due during the period in (a) above. For each month you claim other financial obligations are due, include each amount, the date it came due, and what it was for (for example, parking fees or utilities included as part of the rental agreement).

- ☐ Check here if you need more space. Attach one sheet of paper or form [MC-031](#), and write "SC-500, Item 3" at the top.

4 Amounts paid or offsets.

List any amounts you received from defendant, rental assistance programs, and other third parties that you have already credited, and any other amounts you have offset or credited, for rent or other financial obligations due between March 1, 2020, and September 30, 2021, that you are not claiming in item 3 above. Include each amount, when it was paid or credited, and what it was for.

- ☐ Check here if you need more space. Attach one sheet of paper or form [MC-031](#), and write "SC-500, Item 4" at the top.

5 You must ask the defendant (in person, in writing, or by phone) to pay you before you sue. Have you done this?

- ☐ Yes ☐ No If no, explain why not:



Plaintiff (list names):

Case Number:

6 Why are you filing your claim at this courthouse?

This courthouse covers the area (check one that applies):

- a. ☐ Where the defendant lives or does business.
- b. ☐ Where the rental agreement, lease, or contract (written or spoken) was made, signed, performed, or broken by the defendant *or* where the defendant lived or did business when the defendant made the contract.
- c. ☐ Other (specify):

7 List the zip code of the place checked in 6 above (if you know it): _____

8 Have you filed more than 12 other small claims within the last 12 months in California?

☐ Yes ☐ No *If yes, the filing fee for this case will be higher.*

9 Plaintiff must make a good-faith effort to help defendant obtain rental assistance before filing this case. Check all that apply below. You must also attach documentation of those efforts or, if you do not have documentation, describe your effort below.

Plaintiff made a good-faith effort to help defendant obtain rental assistance before filing this case, as required under Code of Civil Procedure section 871.10(a), by:

- a. ☐ Investigating whether governmental rental assistance is available to the tenant;
- b. ☐ Seeking governmental rental assistance for the tenant; *or*
- c. ☐ Cooperating with the tenant's efforts to obtain rental assistance from any governmental entity or other third party.

☐ Check here if documentation is attached. If not attached, describe your efforts below.

10 ☐ I understand that the court cannot issue a judgment for me if I have received rental assistance for the amounts I am claiming from defendant. (Both statements must be true.)

- a. I have not received rental assistance or other financial compensation from any other source corresponding to any of the amount claimed in item 3 above; and
- b. I do not have any application pending for rental assistance or other financial compensation from any other source corresponding to any of the amount claimed in item 3 above.

11 I understand that by filing a claim in small claims court, I have no right to appeal this claim.

I declare under penalty of perjury under the laws of the State of California that the information above and on any attachments to this form is true and correct.

Date: _____
Plaintiff types or prints name here

Plaintiff signs here

Date: _____
Second plaintiff types or prints name here

Second plaintiff signs here



Requests for Accommodations

Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the trial. For these and other accommodations, contact the clerk's office for [Disability Accommodation Request](#) (form MC-410). (Civ. Code, § 54.8.)



"Small claims court" is a special court where generally only claims for \$12,500 or less are decided. This limitation has been lifted for cases for recovery of COVID-19 rental debt.* The process is quick and cheap. The rules are simple and informal. You are the *defendant*—the person being sued. The person who is suing you is the *plaintiff*.

Do I need a lawyer? You may talk to a lawyer before or after the case. But you *may not* have a lawyer represent you in court (unless this is an appeal from a small claims case).

How do I get ready for court? Read form [SC-500-INFO, COVID-19 Rental Debt in Small Claims Court](#). You don't have to file any papers before your trial, unless you think this is the wrong court for your case. But bring to your trial any witnesses, receipts, and evidence that support your case. And read "Be Prepared for Your Trial" at www.courts.ca.gov/smallclaims/prepare.

Where can I get the court forms I need? Go to any courthouse or your county law library, or get forms at www.courts.ca.gov/forms.

What if I need an accommodation? If you have a disability or are hearing impaired, fill out form [MC-410, Disability Accommodation Request](#). Give the form to your court clerk or the ADA/Access Coordinator.

What if I don't speak English well? Ask the court clerk as soon as possible for a court-provided interpreter. You may use form [INT-300, Request for Interpreter \(Civil\)](#), or a local court form to request an interpreter. If a court interpreter is unavailable for your trial, it may be necessary to reschedule your trial. You cannot bring your own interpreter for the trial unless the interpreter has been approved by the court as a certified, registered, or provisionally qualified interpreter. (See Cal. Rules of Court, rule 2.893, and form [INT-140](#).)

What happens at the trial? The judge will listen to both sides. The judge may make a decision at your trial or mail the decision to you later.

What if I lose the case? If you lose, you may appeal. You'll have to pay a fee. (Plaintiffs cannot appeal their own claims.)

- If you were at the trial, file form [SC-140, Notice of Appeal](#). You must file within 30 days after the clerk hands or mails you the judge's decision (judgment) on form [SC-200](#) or form [SC-130, Notice of Entry of Judgment](#).
- If you were *not* at the trial, fill out and file form [SC-135, Notice of Motion to Vacate Judgment and Declaration](#), to ask the judge to cancel the judgment (decision). If the judge does not give you a new trial, you have 10 days to appeal the decision. File form [SC-140](#).

For more information on appeals, see www.courts.ca.gov/smallclaims/appeals.

Do I have options? Yes. If you are being sued, you can:

- Settle your case before the trial.** If you and the plaintiff agree on how to settle the case before the trial, the plaintiff must file form [CIV-110, Request for Dismissal](#) or a written and signed settlement agreement with the clerk. Ask the Small Claims Advisor for help.

- Prove this is the wrong court.** Send a letter to the court *before* your trial explaining why you think this is the wrong court. Ask the court to dismiss the claim. You must serve (give) a copy of your letter (by mail or in person) to all parties. (Your letter to the court must say you have done so.)
- Go to the trial and try to win your case.** Bring witnesses, receipts, and any evidence you need to prove your case. To have the court order a witness to go to the trial, fill out form [SC-107, Small Claims Subpoena and Declaration](#) and have it served on the witness.
- Sue the person who is suing you.** If you have a claim against the plaintiff, and the claim is for \$12,500 or less, you may file *Defendant's Claim and ORDER to Go to Small Claims Court* (form [SC-120](#)) and bring the claim in this action. If your claim is for *more* than allowed in small claims court, you may still file it in small claims court if you give up the amount over the small claims value amount, or you may file a claim for the full value of the claim in the appropriate court. If your claim is for more than allowed in small claims court *and* relates to the same contract, transaction, matter, or event that is the subject of the plaintiff's claim, you may file your claim in the appropriate court and file a motion to transfer the plaintiff's claim to that court to resolve both matters together. You can see a description of the amounts allowed in the paragraph above, titled "**Small Claims Court**."
- Agree with the plaintiff's claim and pay the money.** Or, if you can't pay the money now, go to your trial and say you want to make payments.
- Let the case "default."** If you don't settle and do not go to the trial (default), the judge may give the plaintiff what he or she is asking for plus court costs. If this happens, the plaintiff can legally take your money, wages, and property to pay the judgment. (But not your rental unit; this is not an eviction case.)

What if I need more time?

You can change the trial date if:

- You cannot go to court on the scheduled date (you will have to pay a fee to postpone the trial), or
- You did not get served (receive this order to go to court) at least 15 days before the trial (or 20 days if you live outside the county).

Ask the Small Claims Clerk about the rules and fees for postponing a trial. Or fill out form [SC-150](#) (or write a letter) and mail it to the court *and* to all other people listed on your court papers before the deadline. Enclose a check for your court fees, unless a fee waiver was granted.

? Need help?

Your county's Small Claims Advisor can help for free.

Or go to www.courts.ca.gov/smallclaims/advisor.

*Limits do not apply in an action to recover COVID-19 rental debt, which is unpaid rent or other financial obligations of a tenant that are due between March 1, 2020, and Sept. 30, 2021. (See Code Civ. Proc., §§ 116.223 & 1179.02.) Read [SC-500-INFO, COVID-19 Rental Debt in Small Claims Court](#).

La “**Corte de reclamos menores**” es una corte especial donde generalmente se deciden casos por \$12,500 o menos. Se suspendió este límite para acciones para reclamar una deuda de alquiler del COVID-19.* El proceso es rápido y económico. Las reglas son sencillas e informales. Usted es el Demandado—la persona que se está demandando. La persona que lo está demandando es el Demandante.

¿Necesito un abogado? Puede hablar con un abogado antes o después del caso. Pero no puede tener a un abogado que lo represente ante la corte (a menos que se trate de una apelación de un caso de reclamos menores).

¿Cómo me preparo para ir a la corte? Lea el formulario SC-500-INFO, *La deuda de alquiler del COVID-19 en la corte de reclamos menores*. No tiene que presentar ningún documento antes del juicio, a menos que piense que ésta es la corte equivocada para su caso. Pero lleve al juicio los testigos, recibos y pruebas que apoyan su caso. Y lea “Esté preparado para su juicio” en www.courts.ca.gov/reclamosmenores/preparesse.

¿Dónde puedo obtener los formularios de la corte que necesito? Vaya a cualquier edificio de la corte, la biblioteca legal de su condado, o imprima los formularios en www.courts.ca.gov/smallclaims/forms (página está en inglés).

¿Qué hago si necesito una modificación? Si tiene una discapacidad o tiene impedimentos de audición, puede llenar el formulario MC-410, *Solicitud de modificaciones para discapacidad*. Entregue el formulario al secretario de la corte o al Coordinador de Acceso/ADA de su corte.

¿Qué pasa si no hablo bien inglés? Solicite un intérprete al secretario de la corte lo más pronto posible. Puede usar el formulario INT-300 o un formulario de su corte local. Si no está disponible un intérprete de la corte para su juicio, es posible que se tenga que cambiar la fecha de su juicio. No puede llevar su propio intérprete para el juicio a menos que el intérprete haya sido aprobado por la corte como un intérprete certificado, registrado, o provisionalmente calificado. (Vea la regla 2.893 de las Reglas de la Corte de California, y el formulario INT-140.)

¿Qué pasa en el juicio? El juez escuchará a ambas partes. El juez puede tomar su decisión durante la audiencia o enviársela por correo después.

¿Qué pasa si pierdo el caso? Si pierde, puede apelar. Tendrá que pagar una cuota. (El Demandante no puede apelar su propio reclamo.)

- Si estuvo presente en el juicio, llene el formulario SC-140, *Aviso de apelación* (Notice of Appeal). Tiene que presentarlo dentro de 30 días después de que el secretario le entregue o envíe la decisión (fallo) del juez en el formulario SC-200 o SC-130, *Aviso de publicación del fallo* (Notice of Entry of Judgment).
- Si no estuvo en el juicio, llene y presente el formulario SC-135, *Aviso de petición para anular el fallo y Declaración* para pedirle al juez que anule el fallo (decisión). Si la corte no le otorga un nuevo juicio, tiene 10 días para apelar la decisión. Presente el formulario SC-140.

Para obtener más información sobre las apelaciones, vea www.courts.ca.gov/reclamosmenores/apelaciones.

¿Tengo otras opciones? Sí. Si lo están demandando, puede:

- **Resolver su caso antes del juicio.** Si usted y el Demandante se ponen de acuerdo en cómo resolver el caso antes del juicio, el Demandante tiene que presentar el formulario CIV-110 *Solicitud de desestimación* (Request for Dismissal) o un acuerdo de resolución escrito y firmado al secretario de la corte. Pídale al Asesor de Reclamos Menores que lo ayude.

- **Probar que es la corte equivocada.** Envíe una carta a la corte antes del juicio explicando por qué cree que es la corte equivocada. Pídale a la corte que despidan el reclamo. Tiene que entregar (dar) una copia de su carta (por correo o en persona) a todas las partes. (Su carta a la corte tiene que decir que hizo la entrega.)
- **Ir al juicio y tratar de ganar el caso.** Lleve testigos, recibos y cualquier prueba que necesite para probar su caso. Si desea que la corte emita una orden de comparecencia para que los testigos vayan al juicio, llene el formulario SC-107, *Citatorio de reclamos menores* (Small Claims Subpoena) y entrégueselo legalmente al testigo.
- **Demandar a la persona que lo demandó.** Si tiene un reclamo contra el Demandante, y el reclamo se puede presentar en la corte de reclamos menores, tal como se describe en este formulario, puede presentar el formulario SC-120, *Reclamo del demandado* (Defendant's Claim) y presentarlo en este mismo caso. Si su reclamo excede el límite permitido en la corte de reclamos menores, puede igualmente presentarlo en la corte de reclamos menores si está dispuesto a limitar su reclamo al máximo permitido, o puede presentar un reclamo por el monto total en la corte apropiada. Si su reclamo excede el límite permitido en la corte de reclamos menores y está relacionado con el mismo contrato, transacción, asunto o acontecimiento que el reclamo del Demandante, puede presentar su reclamo en la corte apropiada y presentar una moción para transferir el reclamo del Demandante a dicha corte, para poder resolver los dos reclamos juntos. Puede ver una descripción de los montos permitidos en el párrafo anterior titulado “Corte de reclamos menores”.
- **Aceptar el reclamo del Demandante y pagar el dinero.** O, si no puede pagar en ese momento, vaya al juicio y diga que quiere hacer los pagos a plazos.
- **No ir al juicio y aceptar el fallo por falta de comparecencia.** Si no llega a un acuerdo con el Demandante y no va al juicio (fallo por falta de comparecencia), el juez le puede otorgar al Demandante lo que está reclamando más los costos de la corte. En ese caso, el Demandante legalmente puede tomar su dinero, su sueldo o sus bienes para cobrar el fallo. (Pero no su hogar alquilado; esto no es un caso de desalojo.)

¿Qué hago si necesito más tiempo? Puede cambiar la fecha del juicio si:

- No puede ir a la corte en la fecha programada (tendrá que pagar una cuota para aplazar el juicio), o
- No le entregaron los documentos legalmente (no recibió la orden para ir a la corte) por lo menos 15 días antes del juicio (o 20 días si vive fuera del condado).

Pregúntele al secretario de reclamos menores sobre las reglas y las cuotas para aplazar un juicio. O llene el formulario SC-150 (o escriba una carta) y envíelo antes del plazo a la corte y a todas las otras personas que figuran en sus papeles de la corte. Adjunte un cheque para pagar los costos de la corte, a menos que le hayan dado una exención.



¿Necesita ayuda? El Asesor de Reclamos Menores de su condado le puede ayudar sin cargo.

O visite www.courts.ca.gov/reclamosmenores/asesores.

*Los límites no se aplican a las acciones para reclamar una deuda de alquiler del COVID-19, que se define como alquiler u otras obligaciones financieras impagas de un inquilino que vencieron entre el 1 de marzo de 2020 y el 30 de septiembre de 2021. (Vea el Código de Procedimiento Civil, secciones 116.223 y 1179.02.) Lea el formulario SC-500-INFO, *La deuda de alquiler del COVID-19 en la corte de reclamos menores*.

☐ This form is attached to form [SC-500](#), item 1 or 2.

1 If more than two plaintiffs (person, business, or entity suing), list their information below:

Other plaintiff's name: _____ Phone: _____

Street address: _____

Street City State Zip

Mailing address (if different): _____

Street City State Zip

Email address (if available): _____

Is this plaintiff doing business under a fictitious name? ☐ Yes ☐ No If yes, attach form [SC-103](#).

Other plaintiff's name: _____ Phone: _____

Street address: _____

Street City State Zip

Mailing address (if different): _____

Street City State Zip

Email address (if available): _____

Is this plaintiff doing business under a fictitious name? ☐ Yes ☐ No If yes, attach form [SC-103](#).

☐ Check here if more than four plaintiffs and fill out and attach another form [SC-500A](#).

2 If more than two defendants (person being sued), list their information below:

Other defendant's name: _____ Phone: _____

Street address: _____

Street City State Zip

Mailing address (if different): _____

Street City State Zip

Other defendant's name: _____ Phone: _____

Street address: _____

Street City State Zip

Mailing address (if different): _____

Street City State Zip

☐ Check here if your case is against more than four defendants and fill out and attach another form [SC-500A](#).

3 I understand that by filing a claim in small claims court, I have no right to appeal this claim.

I declare under penalty of perjury under the laws of the State of California that the information above and on any attachments to this form is true and correct.

Date: _____

Type or print your name



Sign your name

Date: _____

Type or print your name



Sign your name

Beginning **November 1, 2021**, a landlord has the option to bring an action in small claims court to recover COVID-19 rental debt that is more than the normal limits for small claims actions. The purpose of bringing these claims in small claims court is to resolve disputes about COVID-19 rental debt. The small claims court **cannot** determine possession of residential property or evict a tenant from property.

What is COVID-19 rental debt?

COVID-19 rental debt means any unpaid rent or any other money owed under a residential lease or residential rental agreement (for example, parking fees or utility payments) that came due between **March 1, 2020, and September 30, 2021**.

What is small claims court?

Small claims court is a special court where disputes are resolved quickly and inexpensively. The rules are simple and informal. You may ask a lawyer for advice before you go to court, but you cannot have a lawyer in court.

Who are the parties in a small claims case?

- The person who sues is the plaintiff, the **landlord** in these cases. If the landlord is a business, an employee such as a property manager may go to a small claims trial for the landlord (use form [SC-109, Authorization to Appear](#)).
- The person who is sued is the defendant, the **tenant** in these cases. There may be more than one tenant paying rent for a single residence. The landlord may want to name all tenants as defendants.

How does a COVID-19 rental debt case start in the small claims court?

The landlord must:

- Complete and file form [SC-500, Plaintiff's Claim and ORDER to Go to Small Claims Court \(COVID-19 Rental Debt\)](#);
- Attach documentation showing the landlord's good-faith efforts to seek rental assistance (examples of documentation include emails, texts, and notes from phone calls); and
- Serve the form on the tenants (see form [SC-100-INFO, Information for the Plaintiff](#)).

How does a tenant respond?

A tenant does not need to file any papers before the trial date. Tenants should go to court on the day of trial with evidence about the amount of COVID-19 rental debt owed, if any.

What should tenant take to small claims court for a COVID-19 rental debt case?

Both the landlord and the tenant in a small claims action for COVID-19 rental debt can present arguments and evidence about how much money they believe is owed, how much has already been paid, and other factors that can affect the amount of COVID-19 rental debt that must be paid.

The parties should bring the rental agreement, any rental receipts, and any other receipts or other documents that show the following:

- The **amounts** of COVID-19 rental debt owed and the **dates** on which each amount came due. Remember that COVID-19 rental debt means rent and other financial obligations that came due between **March 1, 2020, and September 30, 2021**.
- Any amounts that the tenant **paid** toward the rent or other financial obligations and the **dates of payment**.
- Any other amounts of rent or other obligations that were paid through rental assistance programs or other third parties on behalf of the tenant.
- Any evidence of conditions affecting the residence, such as items needing repair.
- Any evidence to support arguments made to determine the amount of money owed.

Page 2 of this information sheet provides a list of some of the arguments that landlords and tenants can make to help the court determine the amount of COVID-19 rental debt that is owed.

Can you bring a witness to small claims court?

Both the landlord and the tenant may bring witnesses to the trial who can tell the court what they know about the COVID-19 rental debt, the condition of the home, and agreements between the landlord and the tenant about the need for repairs and payment for repairs.

What arguments can you make?

The landlord and tenant may disagree about the amount of rent that is owed for various reasons. Read more about these reasons in the California Department of Real Estate's guide at landlordtenant.dre.ca.gov/resources/guidebook/index.html, in the "[Living in the Rental Unit](#)" and "[Dealing with Problems](#)" sections. Below are questions that can help you identify the issues that may exist in the case and may affect the amount of rent owed.

Please note: This list does not include every possible argument. Other laws, including local ordinances, may affect the rights of landlords and tenants in COVID-19 rental debt cases.

- Did landlord make a good-faith effort to:
 - Investigate whether governmental rental assistance is available to the tenant;
 - Seek governmental rental assistance for the tenant; or
 - Cooperate with the tenant's efforts to obtain rental assistance from any governmental entity or other third party under Civil Code section 1947.3(a)(3)?
- Is there any pending application for rental assistance or other financial compensation from any other source corresponding to the amount claimed?
- Did landlord receive rental assistance or other financial compensation from any other source corresponding to the amount claimed?
- Did landlord improperly apply payments to past-due rent without the tenant's written agreement?
- Does the amount claimed include service fees that were increased or not previously charged?
- Does the amount claimed include late fees on rent or other financial obligations?
- Did landlord improperly raise the rent?
- Did tenant or a third party offer a rental payment that landlord would not accept?
- If the lease or rental agreement was terminated, was the security deposit returned? Read more about the rules for security deposits at www.courts.ca.gov/selfhelp-eviction-security-deposits.htm.
- Did tenant make needed repairs and properly deduct the cost from the rent? If so, did landlord give proper credit?
- Did landlord fail to provide habitable premises? This means that if the housing did not meet certain standards, the amount owed may be reduced.

Note: It is illegal for a landlord to retaliate against a tenant for raising any of the above issues or any of the defenses listed on form [UD-105, Answer—Unlawful Detainer](#).

Can a tenant file a claim in the landlord's case?

A tenant who is a defendant in a COVID-19 rental debt case may bring a claim against the landlord in the same case using form [SC-120, Defendant's Claim and ORDER to Go to Small Claims Court](#).

What if you disagree with the court's decision?

If you are a tenant, you may appeal the decision on a claim filed against you. More information about appeals is available in the information at the end of [Plaintiff's Claim and ORDER to Go to Small Claims Court \(COVID-19 Rental Debt\)](#) (form SC-500) and at www.courts.ca.gov/smallclaims/appeals.

If you are the landlord, you cannot appeal a small claims decision on a claim you filed. (Note that a landlord has the option of filing a COVID-19 rental debt recovery case in general civil court [use form [Complaint—Recovery of COVID-19 Rental Debt](#) (form [PLD-C-500](#))]. In general civil court, all parties may appeal the court's decision and all parties may be represented by lawyers.)

How much does it cost to file a case in small claims court?

The amount the court charges a landlord to file a case in small claims court depends on the amount demanded and how many cases are brought by the landlord in a single year. The filing fees for small claims cases are listed on the Statewide Civil Fee Schedule, available at www.courts.ca.gov/7646.htm. There is no fee for the tenant to go to the hearing.

What if you cannot afford the filing fee?

If you want to sue someone in small claims court and cannot afford to pay court fees and costs, you may not have to pay. The court may waive all or part of those fees **if you:** Are getting public benefits; **or**

- Are a person with very low income; **or**
- Do not have enough income to pay for your
- household's basic needs and your court fees.

To ask the court to waive your fees in small claims court, complete form [FW-001, Request to Waive Court Fees](#). File your request with the court.

Where can you get help with a small claims case?

- **Small Claims Advisors.** Every county has a Small Claims Advisor who is available to help you with your small claims case. These services are free. To find the Small Claims Advisor in your county, go to www.courts.ca.gov/selfhelp-advisors.htm.
- **Forms and online help.** You can find small claims forms and more information about small claims court at the California Courts Online Self-Help Center www.courts.ca.gov/smallclaims. You can also get forms and help at your county law library or the courthouse nearest you.
- **Local court websites.** Your local court may have additional information and help for your small claims matter. Visit your court's website for current information on small claims hearing procedures. For help finding your court, visit www.courts.ca.gov/find-my-court.htm.
- **Legal services organizations.** Local organizations may be able to assist parties in preparing for court. Parties may be able to find a legal service organization that serves their area at <http://lawhelpca.org/>.
- **Lawyers.** Both parties may ask a lawyer about the case, but a lawyer may not represent either party in court at the small claims trial. Generally, after judgment and on appeal, both parties may be represented by lawyers.

What help is available when you go to court?

- **Accommodations for disability.** If you have a disability and need an accommodation while you are at court:
 - You can use form [MC-410, Disability Accommodation Request](#), to tell the court about your needs.
 - For more information about making a disability accommodation request, see form [MC-410-INFO, How to Request a Disability Accommodation for Court](#).
 - Remember to submit your request to the ADA Coordinator or designated person in your court.
 - Visit your court's website to find the ADA Coordinator or designated person. For help finding your court, go to www.courts.ca.gov/find-my-court.htm.
- **Interpreters.** If you do not speak English well:
 - Ask the court clerk as soon as possible for a court-provided interpreter.
 - You may use form [INT-300, Request for Interpreter \(Civil\)](#), or a local court form to request an interpreter.
 - If no court interpreter is available at the time of your trial, it may be necessary to reschedule your trial.
 - You cannot bring your own interpreter for the trial unless the interpreter has been approved by the court as a certified, registered, or provisionally qualified interpreter. See Cal. Rules of Court, rule 2.893, and form [INT-140, Temporary Use of a Noncertified or Nonregistered Spoken Language Interpreter](#).

Who can look at your case file?

If you are sued in small claims court for nonpayment of COVID-19 rental debt, only the following people may see the case file:

- The parties (landlords and tenants).
- A person who gives the court clerk the name of at least one landlord and one tenant.
- A person who lives in the residence for which COVID-19 rental debt is owed who shows proof of residency and gives the clerk the case number or the name of one of the parties.
- A person who gets an order from the court after showing that they have good cause to see the case file.

SUMMONS—EVICTION
(CITACIÓN JUDICIAL—DESALOJO)

SUM-130

UNLAWFUL DETAINER / FORCIBLE DETAINER / FORCIBLE ENTRY
(RETENCIÓN ILÍCITA DE UN INMUEBLE / RETENCIÓN FORZOSA / ENTRADA FORZOSA)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

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

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

DRAFT
08/26/2025 NOT
APPROVED BY
COUNCIL

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 10 days. You have 10 DAYS, not counting Saturdays and Sundays and other judicial holidays, 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.

If this summons was served through the Secretary of State's Safe at Home address confidentiality program, you have 15 days from the date of service, not counting Saturdays and Sundays and other judicial holidays, to respond.

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 Self-Help Guide to the California Courts (selfhelp.courts.ca.gov), your county law library, or the courthouse nearest you. 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 website (www.lawhelpca.org), the Self-Help Guide to the California Courts (selfhelp.courts.ca.gov), or by contacting your local court or county bar association.

FEE WAIVER: If you cannot pay the filing fee, ask the clerk for a fee waiver form. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Usted ha sido demandado. Si no responde dentro de 10 días, el tribunal puede emitir un fallo en su contra sin una audiencia. Una vez que le entreguen esta citación y papeles legales, solo tiene 10 DÍAS, sin contar sábado y domingo y otros días feriados del tribunal, para presentar una respuesta por escrito en este tribunal y hacer que se entregue una copia al demandante.

Si la presente citación le ha sido entregado a través del programa de dirección confidencial del Secretario del Estado Seguro en Casa, tiene 15 días después de la fecha de entrega, sin contar sábado y domingo y otros días feriados del tribunal, para responder.

Una carta o una llamada telefónica no lo protege. 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 la Guía de Ayuda de las Cortes de California (selfhelp.courts.ca.gov/es), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no presenta su respuesta a tiempo, puede perder el caso por falta de comparecencia y se 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.lawhelpca.org/es), en la Guía de Ayuda de las Cortes de California (selfhelp.courts.ca.gov/es), o poniéndose en contacto con la corte o el colegio de abogados local.

EXENCIÓN DE CUOTAS: 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. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos con un gravamen sobre cualquier monto de \$10,000 ó más recibido mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desestimar el caso.

1. The name and address of the court is:
(El nombre y dirección de la corte es):

CASE NUMBER (número de caso):

2. 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):



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

3. (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 4 below.)

4. **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):

Date:
(Fecha)

Clerk, by
(Secretario)

, Deputy
(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 (form POS-010).)

[SEAL]

5. **NOTICE TO THE PERSON SERVED:** You are served

a. ☐ as an individual defendant.

b. ☐ as the person sued under the fictitious name of (specify):

c. ☐ as an occupant.

d. ☐ on behalf of (specify):

under ☐ CCP 416.10 (corporation).

☐ CCP 416.20 (defunct corporation).

☐ CCP 416.40 (association or partnership).

☐ CCP 415.46 (occupant).

☐ CCP 416.60 (minor).

☐ CCP 416.70 (conservatee).

☐ CCP 416.90 (authorized person).

☐ other (specify):

e. ☐ by personal delivery on (date):

alleges causes of action against DEFENDANT (name each):

2. a. Plaintiff is (1) ☐ an individual over the age of 18 years. (4) ☐ a partnership.
(2) ☐ a public agency. (5) ☐ a corporation.
(3) ☐ other (*specify*):
- b. ☐ Plaintiff has complied with the fictitious business name laws and is doing business under the fictitious name of (*specify*):
3. a. The venue is the court named above because defendant named above is in possession of the premises located at (*street address, apartment number, city, zip code, and county*):
- b. The premises in 3a are (*check one*)
(1) ☐ within the city limits of (*name of city*):
(2) ☐ within the unincorporated area of (*name of county*):
- c. The premises in 3a were constructed in (*approximate year*):
4. Plaintiff's interest in the premises is ☐ as owner ☐ other (*specify*):
5. The true names and capacities of defendants sued as Does are unknown to plaintiff.

Judicial Council of California, courts.ca.gov
Rev. January 1, 2026, Optional Form
Civ. Code, § 1940 et seq.;
Code Civ. Proc., §§ 425.12, 1166

Complaint—Unlawful Detainer



PLAINTIFF: DEFENDANT:	CASE NUMBER:
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6. a. On or about *(date)*:

defendant *(name each)*:

(1) agreed to rent the premises as a ☐ month-to-month tenancy ☐ other tenancy *(specify)*:

(2) agreed to pay rent of \$ payable ☐ monthly ☐ other *(specify frequency)*:

(3) agreed to pay rent on the ☐ first of the month ☐ other day *(specify)*:

b. This ☐ written ☐ oral agreement was made with

(1) ☐ plaintiff. (3) ☐ plaintiff's predecessor in interest.

(2) ☐ plaintiff's agent. (4) ☐ Other *(specify)*:

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. The tenancy described in **item 6 (check 7a or 7b)**

a. ☐ is **not** subject to the Tenant Protection Act of 2019 (Civil Code, § 1946.2). The specific subpart supporting why tenancy is exempt is *(specify)*:

b. ☐ is subject to the Tenant Protection Act of 2019.

8. *(Complete only if item 7b is checked. Check all applicable boxes.)*

a. ☐ The tenancy was terminated for at-fault just cause (Civil Code, § 1946.2(b)(1)).

b. ☐ The tenancy was terminated for no-fault just cause (Civil Code, § 1946.2(b)(2)) and the plaintiff *(check one)*

(1) ☐ waived the payment of rent for the final month of the tenancy, before the rent came due, under section 1946.2(d)(2), in the amount of \$.

(2) ☐ provided a direct payment of one month's rent under section 1946.2(d)(3), equaling \$ to *(name each defendant and amount given to each)*:

c. ☐ Because defendant failed to vacate, plaintiff is seeking to recover the total amount in 8b as damages in this action.

9. a. ☐ Defendant *(name each)*:

was served the following notice on the same date and in the same manner:

(1) ☐ 3-day notice to pay rent or quit

(6) ☐ 3-day notice to perform covenants or quit
(not applicable if item 7b checked)

(2) ☐ 30-day notice to quit

(7) ☐ 3-day notice to quit under Civil Code, § 1946.2(c). Prior required notice to perform covenants served *(date)*:

(3) ☐ 60-day notice to quit

(4) ☐ 3-day notice to quit

(8) ☐ Other *(specify)*:

(5) ☐ 30-day notice to vacate under the federal CARES Act (15 U.S.C. § 9058(c))



PLAINTIFF: DEFENDANT:	CASE NUMBER:
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9. b. (1) On (date): _____ the period stated in the notice checked in 9a 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. When Civil Code section 1946.2(c) applies and two notices are required, provide copies of both.)*
- f. ☐ One or more defendants were served (1) with the prior required notice under Civil Code section 1946.2(c), (2) with a different notice, (3) on a different date, or (4) in a different manner, as stated in Attachment 10c. *(Check item 10c and attach a statement providing the information required by items 9a–e and 10 for each defendant and notice.)*
10. a. ☐ The notice in item 9a was served on the defendant named in item 9a 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
 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 section 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 section 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 9f is stated in Attachment 10c.
- d. ☐ Proof of service of the notice in item 9a is attached and labeled Exhibit 3.
11. ☐ **Statements regarding rental assistance** *(Required in all actions based on nonpayment of rent or any other financial obligation. Plaintiff must complete items 11a–d and, if later seeking a default judgment, will also need to file Verification Regarding Rental Assistance—Unlawful Detainer (form UD-120).)*
- a. Plaintiff ☐ has received ☐ has not received rental assistance or other financial compensation from any other source
 corresponding to the amount demanded in the notice underlying the complaint.
- b. Plaintiff ☐ has received ☐ 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.
- c. Plaintiff ☐ has ☐ does not have any pending applications for rental assistance or other financial compensation from
 any other source corresponding to the amount demanded in the notice underlying the complaint.
- d. Plaintiff ☐ has ☐ does not have any pending applications for rental assistance or other financial compensation from
 any other source for rent accruing after the date on the notice underlying the complaint.
12. ☐ Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.
13. ☐ At the time the 3-day notice to pay rent or quit was served, the amount of **rent due** was \$ _____
14. ☐ The fair rental value of the premises is \$ _____ per day.
15. ☐ 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 14.)*



PLAINTIFF: DEFENDANT:	CASE NUMBER:
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16. ☐ A written agreement between the parties provides for attorney fees.
17. ☐ 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.

18. ☐ Other allegations are stated in Attachment 17.
19. Plaintiff accepts the jurisdictional limit, if any, of the court.

20. PLAINTIFF REQUESTS

- | | |
|--|---|
| a. possession of the premises. | f. ☐ damages in the amount of waived rent or relocation assistance as stated in item 8: \$ |
| b. costs incurred in this proceeding: | g. ☐ damages at the rate stated in item 13 from |
| c. ☐ past-due rent of \$ | <i>date:</i> |
| d. ☐ reasonable attorney fees. | for each day that defendants remain in possession through entry of judgment. |
| e. ☐ forfeiture of the agreement. | h. ☐ statutory damages up to \$600 for the conduct alleged in item 14. |
| | i. ☐ other <i>(specify)</i> : |

21. ☐ Pages attached *(specify number of pages)*:

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

22. *(Complete in all cases.)* An unlawful detainer assistant ☐ did **not** ☐ did for compensation give advice or assistance with this form. *(If declarant has received **any** help or advice for pay from an unlawful detainer assistant, complete a–f.)*

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

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 OF PLAINTIFF)

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: FIRM NAME: STREET ADDRESS: CITY: STATE: ZIP CODE: TELEPHONE NO.: FAX NO.: EMAIL ADDRESS: ATTORNEY FOR (name):	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
PLAINTIFF: DEFENDANT:	
PLAINTIFF'S MANDATORY COVER SHEET AND SUPPLEMENTAL ALLEGATIONS—UNLAWFUL DETAINER	CASE NUMBER:
<i>All plaintiffs in unlawful detainer proceedings must file and serve this form. Filing this form complies with the requirement in Code of Civil Procedure section 1179.01.5(c).</i> <i>Serve this form and any attachments to it with the summons.</i> <i>If a summons has already been served without this form, then serve it by mail or any other means of service authorized by law.</i> <i>If defendant has answered prior to service of this form, there is no requirement for defendant to respond to the supplemental allegations before trial.</i> <i>To obtain a judgment in an unlawful detainer action for nonpayment of rent on a residential property, a plaintiff must verify that no rental assistance or other financial compensation has been received for the amount demanded in the notice or accruing afterward, and that no application is pending for such assistance. To obtain a default judgment, plaintiff must use Verification by Landlord Regarding Rental Assistance—Unlawful Detainer (form UD-120) to make this verification and provide other information required by statute.</i>	

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 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 on page 2.)
- b. This action is based, in whole or in part, on an alleged default in payment of rent or other charges. ☐ Yes ☐ No

3. ☐ **Statements regarding rental assistance** (Required in all actions based on nonpayment of rent or any other financial obligation. Plaintiff must answer all the questions in this item and, if later seeking a default judgment, will also need to file Verification Regarding Rental Assistance—Unlawful Detainer (form UD-120).)

- a. Has plaintiff received rental assistance or other financial compensation from any other source corresponding to the amount demanded in the notice underlying the complaint? ☐ Yes ☐ No
- b. Has plaintiff received rental assistance or other financial compensation from any other source for rent accruing *after* the date of the notice underlying the complaint? ☐ Yes ☐ No
- c. Does plaintiff 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? ☐ Yes ☐ No
- d. Does plaintiff have any pending application for rental assistance or other financial compensation from any other source for rent accruing *after* the date on the notice underlying the complaint? ☐ Yes ☐ No

PLAINTIFF: DEFENDANT:	CASE NUMBER:
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4. ☐ **Other allegations** Plaintiff makes the following additional allegations: *(State any additional allegations below, with each allegation lettered in order, starting with (a), (b), (c), etc. If there is not enough space below, check the box below and use form MC-025, title it Attachment 4, and letter each allegation in order.)* ☐ Other allegations are on form MC-025.

5. ☐ 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)

A defendant tenant may use this form to file a declaration of COVID-19–related financial distress with the court if a plaintiff has filed an unlawful detainer action against the defendant and asserts that a defendant did not deliver a declaration within the required 15-day period after service of a notice demanding payment of rent or other financial obligations. (Code Civ. Proc., § 1179.03(h).)

- The signed declaration (you may use form UD-104(A)) must be filed within 5 days after the summons and legal papers in the case are served on you, not counting Saturdays, Sundays, and other judicial holidays. This is the same time frame in which you must file an answer or other response to the complaint.
- If the declaration is filed within the time frame described above, the case against you may be dismissed. The court will set a hearing to determine if there was good cause for your not delivering the declaration to the plaintiff in the time required.
 - The court will provide a notice of the time and place of the hearing to all plaintiffs and defendants.
 - At the hearing, you may explain why you did not deliver this to the landlord in the time required.
 - If the court finds that your failure to provide the declaration was due to mistake, inadvertence, surprise, or excusable neglect, the court will dismiss the case against you.
- Written filings with the court must be provided in English. (Code Civ. Proc., §185 (a).)
 - If attaching a non-English-language declaration provided by the landlord, you should also attach an English-language version, either a copy that was given to you by the landlord or one from landlordtenant.dre.ca.gov/tenant/forms.html.
 - You can attach a translation of the declaration instead, if signed by the translator.

- Date:

(SIGNATURE OF DEFENDANT OR ATTORNEY)

I am currently unable to pay my rent or other financial obligations under the lease in full because of one or more of the following:

1. Loss of income caused by the COVID-19 pandemic.
2. Increased out-of-pocket expenses directly related to performing essential work during the COVID-19 pandemic.
3. Increased expenses directly related to health impacts of the COVID-19 pandemic.
4. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member directly related to the COVID-19 pandemic that limit my ability to earn income.
5. Increased costs for childcare or attending to an elderly, disabled, or sick family member directly related to the COVID-19 pandemic.
6. Other circumstances related to the COVID-19 pandemic that have reduced my income or increased my expenses.

Any public assistance, including unemployment insurance, pandemic unemployment assistance, state disability insurance (SDI), or paid family leave, that I have received since the start of the COVID-19 pandemic does not fully make up for my loss of income and/or increased expenses.

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: STATE: ZIP CODE: TELEPHONE NO.: FAX NO.: EMAIL ADDRESS: ATTORNEY FOR (name):	FOR COURT USE ONLY DRAFT 08/28/2025 NOT APPROVED BY COUNCIL
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
PLAINTIFF: DEFENDANT:	
ANSWER—UNLAWFUL DETAINER	CASE NUMBER:

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.
- b. ☐ **Specific Denials** (Check this box and complete (1) and (2) below if complaint demands more than \$1,000.)
 Defendant admits that all the statements of the complaint are true EXCEPT:

Denial of Allegations in Complaint (form UD-100 or other complaint for unlawful detainer)

(1) 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)**.

(2) 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(2)**.

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 selfhelp.courts.ca.gov/eviction-tenant/.)

- 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. ☐ (Nonpayment of rent only) Plaintiff's demand for possession is based on nonpayment of rent due more than one year ago.
- e. ☐ Plaintiff waived, changed, or canceled the notice to quit.
- f. ☐ Plaintiff served defendant with the notice to quit or filed the complaint to retaliate against defendant.



PLAINTIFF: DEFENDANT:	CASE NUMBER:
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3. g. ☐ 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.
- h. ☐ 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.)
- i. ☐ 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 Civil Code section 1946.2(c).
- (3) ☐ Plaintiff failed to comply with the relocation assistance requirements of Civil Code section 1946.2(d).
- (4) ☐ Plaintiff has raised the rent more than the amount allowed under Civil Code section 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.
- j. ☐ Plaintiff accepted rent from defendant to cover a period of time after the date the notice to quit expired.
- k. ☐ Plaintiff seeks to evict defendant based on an act—against defendant, defendant's immediate family member, or a member of defendant's household—that constitutes domestic violence, sexual assault, stalking, human trafficking, abuse of an elder or a dependent adult, or a crime that caused bodily injury, involved a deadly weapon, or used force or threat of force. (*This defense requires one of the following, which may be included with this form: (1) a temporary restraining order, protective order, or police report that is not more than 180 days old; (2) a signed statement from a qualified third party (e.g., a doctor, domestic violence or sexual assault counselor, human trafficking caseworker, psychologist, or a victim of violent crime advocate concerning the injuries or abuse resulting from these acts); or (3) another form of documentation or evidence that verifies that the abuse or violence occurred.*)
- (1) ☐ The abuse or violence was committed by a person who does not live in the dwelling unit.
- (2) ☐ The abuse or violence was committed by a person who lives in the dwelling unit and defendant claims protection from eviction under Code of Civil Procedure section 1161.3(d)(2).
- l. ☐ 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.
- m. ☐ Plaintiff's demand for possession of a residential property is based on nonpayment of rent or other financial obligations and (*check all that apply*)
- (1) ☐ plaintiff received or has a pending application for rental assistance from a governmental rental assistance program or some other source relating to the amount claimed in the notice to pay rent or quit. (Health & Saf. Code, §§ 50897.1(d)(2)(B) and 50897.3(e)(2).)
- (2) ☐ plaintiff received or has a pending application for rental assistance from a governmental rental assistance program or some other source for rent accruing since the notice to pay rent or quit. (Health & Saf. Code, §§ 50897.1(d)(2)(B) and 50897.3(e)(2).)
- (3) ☐ plaintiff's demand for possession is based only on late fees for defendant's failure to provide landlord payment within 15 days of receiving governmental rental assistance. (Health & Saf. Code, § 50897.1(e)(2)(B).)
- n. ☐ Plaintiff violated a local COVID-19–related ordinance regarding evictions (*briefly state facts describing this in item 3t*).
- o. ☐ The property is covered by the federal CARES Act and the plaintiff did not provide 30 days' notice to vacate.
(*Property covered by the CARES Act means property where the landlord*
- *is participating in a covered housing program as defined by the Violence Against Women Act (34 U.S.C. § 12491(a));*
 - *is participating in the rural housing voucher program under section 542 of the Housing Act of 1949 (34 U.S.C. § 12491); or*
 - *has a federally backed mortgage loan or a federally backed multifamily mortgage loan.*
- p. ☐ Before October 1, 2025, plaintiff improperly applied payments made by defendant in a tenancy that was in existence between March 1, 2020, and September 30, 2021 (Code Civ. Proc., § 1179.04.5), as follows (*check all that apply*):
- (1) ☐ Plaintiff applied a security deposit to rent, or other financial obligations due, without tenant's written agreement.
- (2) ☐ Plaintiff applied a monthly rental payment to rent or other financial obligations that were due between March 1, 2020, and September 30, 2021, other than to the prospective month's rent, without tenant's written agreement.



PLAINTIFF: DEFENDANT:	CASE NUMBER:
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3. q. ☐ Plaintiff refused to accept payment from a third party for rent due. (Civ. Code, § 1947.3; Gov. Code, § 12955.)
- r. ☐ Defendant has a disability and plaintiff refused to provide a reasonable accommodation that was requested. (Cal. Code Regs., tit. 2, § 12176(c).)
- s. ☐ Other defenses and objections are stated in item 3t.
- 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. ☐ Pages attached *(specify number of pages)*:



PLAINTIFF: DEFENDANT:	CASE NUMBER:
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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)
_____ (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)
Date: _____ (TYPE OR PRINT NAME)	▶ _____ (SIGNATURE OF DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	▶ _____ (SIGNATURE OF DEFENDANT)

For the court to stop the eviction process, defendant may have to pay any amounts demanded in the complaint that the rental assistance does not cover. (Code Civ. Proc., § 1179.13(a)(3).) Note: this application does not take the place of an Answer to the complaint, which should be filed within five days of receiving the complaint. (You can use form UD-105.)

- I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(TYPE OR PRINT NAME)

▶ _____
(SIGNATURE)

SPR25-07

Civil Practice and Procedure: Form Revisions to Reflect the Repeal of COVID-19 Legislation (Revise forms SC-100, SC-103, SC-104B, SUM-130, UD-100, UD-105; revoke forms PLD-C-500, PLD-C-505, PLD-C-520, SC-500, SC-500-INFO, SC-500A, UD-101, UD-104, UD-104(A), UD-125)

All comments are verbatim unless indicated by an asterisk (*).

	Commenter	Position	Comment	Committee Response
1.	Bay Area Legal Aid by Alex Farrell, Consumer Staff Attorney and Ashley Bagunan, Housing Staff Attorney	AM, N ¹	Bay Area Legal Aid serves low-income tenants and consumers facing evictions and lawsuits for rental debt. During the Covid-19 pandemic additional protections were implemented for tenants and the judicial council created rent debt specific forms in both the Unlawful Detainer and Civil context. While many of these laws will be sunseting over the next two years, some do not sunset until 2027. Even where a form is most closely aligned with a sunseting statute, we do not support the Judicial Council revoking all the forms related to Covid rent debt. Instead, the Judicial Council should modify the forms to ensure that tenants continue to have access to a rent-debt specific form, which contains affirmative defenses and other information not found on standard civil case forms. Furthermore, modifying rather than revoking the forms listed below will serve judicial efficiency as it will allow tenants and the courts to utilize standardized forms, already in use, when reviewing cases. BAY AREA LEGAL AID URGES THE JUDICIAL COUNCIL TO MODIFY RATHER THAN REVOKE FORMS PLD-C-500, PLD-C-505, PLD-C-520 BECAUSE: <u>(1) Not all Covid-19 rent protection laws are being revoked.</u> CCP 1179.01-1179.07 and CCP 871.11 are ending October 1, 2025. However, CCP 871.10 remains in effect until October 1, 2027. This is a pleading requirement that requires landlords to certify they made a good faith effort to acquire rental assistance prior to suing. (See CCP 871.12). The form that	Please see the committee's responses below regarding the commenter's specific suggestions. The committee has determined that it is appropriate to recommend that the Judicial Council revoke forms PLD-C-500, PLD-C-505, and PLD-C-520 as of January 1, 2026. A plaintiff could not bring an action for recovery of COVID-19 rental debt after September 30, 2025, and the form will remain in effect through

¹ The commenter agrees with certain proposed changes if modified, and does not agree as to the revocation of certain forms.

Positions: A = Agree; AM = Agree if modified; N = Do not agree; NI = Not indicated

SPR25-07

Civil Practice and Procedure: Form Revisions to Reflect the Repeal of COVID-19 Legislation (Revise forms SC-100, SC-103, SC-104B, SUM-130, UD-100, UD-105; revoke forms PLD-C-500, PLD-C-505, PLD-C-520, SC-500, SC-500-INFO, SC-500A, UD-101, UD-104, UD-104(A), UD-125)

All comments are verbatim unless indicated by an asterisk (*).

	Commenter	Position	Comment	Committee Response
			requires this pleading cannot be revoked while the statute is still in effect. CCP 1161.2.5 should still be in effect after October 1, 2025. This statute seals Covid-19 rental debt cases and, as such, a form that identifies that easily for the clerk will ensure that tenants are not at risk of Covid-19 rent debt cases being misfiled as public cases, which could affect their ability to gain housing or pass a tenant screening check. <u>(2) The statute of limitations has not run on many Covid-19 rent debts.</u> The standard statute of limitation for civil debts is 4 years with an additional 6 months added to some debts due to Covid-19 tolling. Revoking the forms now would force landlords, tenants, and the courts to engage with these debts without having a standardized form. <u>(3) These forms include helpful standard complaints and defenses.</u> Standardized forms simplify the completion and review process for landlords, tenants, and the courts. Especially in the pro per context as many tenants who come to our clinics are, this ensures greater access to courts and that it is more likely that paperwork will be completed correctly. Furthermore, as rent debt cases are still likely to continue, having unique forms that already exist is to the benefit of everyone. <u>(4) Modification rather than revocation of the forms will avoid misunderstandings.</u> It makes more sense to modify these forms for the sections that are repealed but not to revoke them entirely as revoking	that date. The statute of limitations for actions to recover debt is four years (Code Civ. Proc., § 337), plus an additional six months for causes of action that accrued between April 6 and October 1, 2020 (Cal. Rules of Court, Emergency rule 9). September 30, 2021, is the last day that COVID-19 rental debt could be incurred, and September 30, 2025, is four years after that. Additionally, it is not necessary to keep item 6 on form PLD-C-500 available until October 1, 2027, when Code of Civil Procedure section 871.10 is repealed. Section 871.10 creates pleading requirements for actions seeking recovery of COVID-19 rental debt. If September 30, 2025, is the latest that a plaintiff could bring an action for recovery of COVID-19 rental debt, then the allegations in item 6 will not be relevant in any action brought after that date. Similarly, although Code of Civil Procedure section 1161.2.5 is not being repealed, it does not affect whether these forms can be revoked. Section 1161.2.5 sets limitations on who may access records in civil cases seeking recovery of COVID-19 rental debt, and this limitation is stated at the top of forms PLD-C-500 and PLD-C-505. Section 1161.2.5 does not affect any substantive items on the forms. The committee also notes that revoking the forms will not prevent parties from filing or defending against actions for recovery of COVID-19 rental

Positions: A = Agree; AM = Agree if modified; N = Do not agree; NI = Not indicated

SPR25-07

Civil Practice and Procedure: Form Revisions to Reflect the Repeal of COVID-19 Legislation (Revise forms SC-100, SC-103, SC-104B, SUM-130, UD-100, UD-105; revoke forms PLD-C-500, PLD-C-505, PLD-C-520, SC-500, SC-500-INFO, SC-500A, UD-101, UD-104, UD-104(A), UD-125)

All comments are verbatim unless indicated by an asterisk (*).

	Commenter	Position	Comment	Committee Response
			them may lead landlords and courts to mistakenly think that the good faith effort requirement is no longer in effect.	debt, to the extent any can be filed after January 1, 2026. The suggestion to create forms that apply to any action to recover rental debt would require public comment because it is beyond the scope of the issues raised in the invitation to comment. The committee will consider this suggestion as time and resources permit.
			BAY AREA LEGAL AID URGES THE JUDICIAL COUNCIL TO MODIFY RATHER THAN REVOKE FORM UD-101 BECAUSE: <u>(1) Revoking UD-101 will require modifications to UD-100.</u> If UD-101 is revoked, then UD-100 will need to be updated to ensure that low-income tenants still have the opportunity to deny landlord claims regarding rental assistance. <u>(2) Not all defenses in UD-101 are being revoked.</u> Items 3.a., 3.b., 3.c., and 3.d. are based on requirements under Health & Safety Code §50897.3(e), which have not been revoked. This code is also not limited to any specific dates. A landlord's rental assistance verification is a requirement for <u>any</u> residential unlawful detainer action based on nonpayment of rent or any other financial obligation under the lease. The court is not authorized to enter judgment in favor of the landlord without the requisite verification under penalty of perjury. Though a landlord must file form UD-120 with the same verifications prior to default judgment, form UD-120 is not required to be filed at the time of filing the complaint. Continuing to utilize Form UD-101 will ensure low-income	The committee agrees that the requirements of Health & Safety Code section 50897.3(e) should be addressed on the unlawful detainer complaint. Although section 50897.3(e)(2) does not explicitly require the complaint to include the required verifications, the verifications must be provided before the court enters judgment in favor of the landlord. Form UD-120 also addresses the requirements of section 50897.3(e), but that form is filed only if the plaintiff seeks default judgment. Including the verifications on the complaint will ensure that they are provided before judgment in all unlawful detainer cases, even those where the plaintiff does not seek default judgment. The committee determined that adding such an item to form UD-100 will be less confusing and

Positions: A = Agree; AM = Agree if modified; N = Do not agree; NI = Not indicated

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Commenter	Position	Comment	Committee Response
		tenants due process rights are protected as they will be able to deny landlord's allegations regarding rental assistance in non-payment cases. BAY AREA LEGAL AID URGES THE JUDICIAL COUNCIL TO CONSIDER DIFFERENT MODIFICATIONS TO FORMS UD-105 BECAUSE: <u>(1) Form UD-101 should be modified and not revoked.</u> Thus, Item 2.b.(2) should be kept because form UD-101 should be modified, not revoked since Health & Safety §50897.3(2) is not revoked or limited to any specific dates. If form UD-101 is modified, then Defendants should be given the opportunity to deny the allegations. <u>(2) Tenants may need to raise Item 3p as a defense after CCP 1179.04.5 is repealed</u> Item 3.p. refers to Plaintiff improperly applying payments to COVID-19 rental debt without a tenant's written agreement pursuant to CCP § 1179.04.5. BayLegal recommends that item 3p should be kept but modified. The language should be modified to say: "Before October 1, 2025, Plaintiff improperly applied payments made by defendant in a tenancy that was in existence between March 1, 2020, and September 30, 2021." Because landlords are allowed to file unlawful detainers based on nonpayment of rent within a year of the payment coming due, the defense in Item 3.p. is applicable until at least August 2026 (even no other tolling applies) as illustrated below:	burdensome for form users and courts than continuing to require plaintiffs to file form UD-101. The committee is therefore recommending that form UD-100 be revised to add item 11, which is identical to item 3 on form UD-101. The committee is not recommending revisions in response to this suggestion because it is recommending revocation of form UD-101. As discussed above, the committee is recommending moving the text of item 3 on form UD-101 to form UD-100. The committee agrees and is recommending that item 3p on form UD-105 be revised to state: "Before October 1, 2025, Plaintiff improperly applied payments made by defendant in a tenancy that was in existence between March 1, 2020, and September 30, 2021."

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	Commenter	Position	Comment	Committee Response
			• A landlord improperly applies a tenants September 2025 rent payment to May 2020. • In August 2026 the landlord issues a notice to quit based on nonpayment. • In September 2026 the landlord files an unlawful detainer based on that notice. • The tenant can still raise Item 3.p. as a defense because at the time the misapplication of rent occurred (September 2025), the law (CCP § 1179.04.5) was still in effect (until October 2025). The filing of the lawsuit a year later does not remove this defense. Thus, removing this defense prematurely will deny tenants the ability to easily raise this defense while allowing landlords to file cases where it may be warranted without any additional barriers. To ensure that as long as the defense is applicable it is available, Item 3p should remain on UD-105.	
			BAY AREA LEGAL AID URGES THE JUDICIAL COUNCIL TO CONSIDER DIFFERENT MODIFICATIONS TO FORMS UD-100 BECAUSE: <u>(1) The proposed modification may create confusion as to tenant rights</u> BayLegal is concerned about the committee’s proposal to add a checkbox to item 9a for “30-day notice to quit under the federal CARES Act (15 U.S.C. § 9058(c))” because it can imply that there is no right to cure under the CARES Act. No California appellate court has ruled on whether the CARES Act requires a cure period, so BayLegal believes it is inappropriate to suggest that the CARES Act merely requires a “30-day notice to quit” before there is a legal ruling on its	In light of all the comments received regarding proposed item 9a(5) on form UD-100, the committee is recommending that this item be revised to use the term “notice to vacate” instead of “notice to quit.” The federal CARES Act uses the term “notice to vacate,” and this revision will ensure item 9a(5) reflects the statutory language. The committee agrees that deviating from the statutory language could cause confusion for courts and form users. The committee determined

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	Commenter	Position	Comment	Committee Response
			meaning. Even though this is not the judicial council’s intent, the language may cause courts to interpret the CARES Act is having no right to cure at all and that the 30-day notice to quit under the CARES Act supplants the 3-day right to cure non-payment under state law. To avoid confusion the box should be removed. <u>(2) Adding attestations for landlords will ensure compliance with the CARES Act.</u> BayLegal recommends adding items requiring landlords to make attestations on whether the property the landlord seeks to possess is a property that falls under the CARES Act and whether the landlord provided the tenant with a 30-day notice under the CARES Act in Form UD 100. If the Judicial Council modifies rather than revokes Form UD-101 these attestations could be added as a supplemental allegation to Form UD-101.	that revising item 9a(5) to use the statutory language was more appropriate than deleting the item. The committee is not recommending revisions in response to this suggestion. The committee concluded that without more explicit statutory authorization, it would not be appropriate to add an item asking whether the property is covered by the CARES Act. The other items on form UD-100 are either expressly required to be included on an unlawful detainer complaint, such as the items required by Code of Civil Procedure section 1166, or are necessary to implement California law. The committee determined that it was more appropriate to address the federal CARES Act by adding a checkbox to item 9a because doing so complies with Code of Civil Procedure section 1166, which requires the complaint to “[s]tate specifically the method used to serve the defendant with the notice or notices of termination upon which the complaint is based.”
			PROPOSED MODIFICATIONS TO FORMS: PLD-C-500 Bay Area Legal Aid proposes the following changes to PLD-C-500.	Please see the committee’s response above regarding the commenter’s suggestions for forms PLD-C-500, PLD-C-505, and PLD-C-520.

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	Commenter	Position	Comment	Committee Response
			• Removal of “Covid-19” from the title and header. • Removal of reference to CCP 1179.02 from the title. • Changes to header to limit automatic sealing to Covid-19 rent debt cases. For example by changing it to state: “If box 6 is checked then Aaccess to the records in this case is limited under Code of Civil Procedure section 1161.2.5.” • Removal of “Covid-19” from the “Notice to Defendant”, Item 1, and Item 4. • Remove reference to specific dates in Item 5 and instead leave them as open blanks for the landlord to complete. • Change Item 7 to Item 6.a. • Change Item 8 to Item 6.b. • Change Item 6.a. to Item 7 and remove references to specific dates, instead referencing Item 5 and 6. • Change Item 6.b. to Item 8 and remove references to “Covid-19” and specific dates.	
			PLD-C-505 Similar edits to those in PLD-C-500 including 1. Removal of “Covid-19” from the title, header, and opening instructions. 2. Removal of reference to CCP 1179.02 from the title. 3. Item 3.b. should remove “Covid-19” and have references updated appropriately. 4. Item 3.c. should be updated to reference appropriate sections of PLD-C-500 once changed. 5. Defenses in Item 4.a. are still valid as CCP 1942.9 is not set to expire until January 2030 and should remain. 6. Defenses in Item 4.c. are still valid as CCP 871.10 is not set to expire until October 1, 2027. 7. Defenses in Item 4.d. are still valid as CCP 1788.66 does not expire.	Please see the committee’s response above regarding the commenter’s suggestions for forms PLD-C-500, PLD-C-505, and PLD-C-520.

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	Commenter	Position	Comment	Committee Response
			8. 8. Defenses in Item 4.e. can be removed as the law will sunset on October 1, 2025. 9. 9. All other defenses are still valid and should remain on the form.	
			PLD-C- 520 The only change that may be helpful is adding clarifying language that it only needs to be completed if they checked Item 6 on Form PLD-C-500.	Please see the committee's response above regarding the commenter's suggestions for forms PLD-C-500, PLD-C-505, and PLD-C-520.
			UD-101 Items 2a and 2b are based on CCP § 1179.01.5 which will be repealed on October 1, 2025 and can be deleted. If modified instead of revoked, items requiring attestations related to the CARES Act can be added to form UD-101.	Please see the committee's response above regarding the commenter's suggestions for form UD-101.
			UD-100 If the committee revokes form UD-101, BayLegal recommends: • Adding the language of items 3a, 3b, 3c and 3d to form UD-100 so that defendants have the opportunity to deny the landlord's allegations regarding rental assistance. • Adding items requiring attestations related to the CARES Act. The Judicial Council should also remove the checkbox on item 9a stating "30-day notice to quit under the federal CARES Act (15 U.S.C. § 9058(c))."	Please see the committee's response above regarding the commenter's suggestions for form UD-100.
			UD-105 Keep Item. 2.b.(2) and Item 3.p.	Please see the committee's response above regarding the commenter's suggestions for form UD-105.

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	Commenter	Position	Comment	Committee Response
2.	Legal Aid of Sonoma County by Sunny Noa, Executive Director and Patrick McDonnell, Housing Team Supervisor	NI	Legal Aid of Sonoma County strongly suggests that the Committee revise the proposed language regarding the CARES Act (15 U.S.C § 9058) in the proposed unlawful detainer form complaint (UD-100) to conform to the actual statutory language and the existing language in the form answer (UD-105). The current proposal adds a new notice checkbox at Paragraph 9(a)(5) of the form complaint saying, “Defendant...was served the following notice on the same date and in the same manner ... (5) 30-day notice to quit under the federal CARES Act (15 U.S.C § 9058(c).) We propose that the language is amended to use the actual statutory language by changing “notice to quit” to “notice to vacate.” Our reasons are outlined below. First, we applaud the Judicial Council for following the majority opinion of courts around the country that the CARES Act’s 30-day notice requirement remains in effect until such time as Congress chooses to sunset the provision, if at all. (<i>Arvada Village Gardens L.P. v. Garate</i> (2023) 529 P.3d 105, 108 [Supreme Court of Colorado]; <i>Sherwood Auburn, LLC v. Pinzon</i> (2022) 24 Wn.App.2d 664, 674, <i>pet’n for rehearing den’d</i>, 1 Wash.3d 1005 [Wash. Ct. of App.]; <i>Olentangy Commons Owner LLC v. Fawley</i> (2023) 228 N.E.3d 621, 625 [Ohio Ct. of App.]) However, we are concerned by the Judicial Council’s choice of “notice to quit” on the form UD complaint because it deviates from the statutory language (“notice to vacate”) in a way that may preempt a legal ruling on nuances in the CARES	In light of all the comments received regarding proposed item 9a(5) on form UD-100, the committee is recommending that this item be revised to use the term “notice to vacate” instead of “notice to quit.” The federal CARES Act uses the term “notice to vacate,” and this revision will ensure item 9a(5) reflects the statutory language. The committee agrees that deviating from the statutory language could cause confusion for courts and form users. The committee does not take a position on whether the 30-day notice requirement in the CARES Act remains in effect, but recommends revising form UD-100 because it is possible the requirement is still in effect. Item 9a(5) does not imply that the plaintiff is required to provide a CARES Act notice in any particular situation.

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			Act before any California appellate authority interprets the law. California trial courts have had significant confusion over how to interpret the CARES Act's 30-day requirement with California's standard 3-day nonpayment notice. Many property owners provide "mixed" 3-Day/30-Day notices, using the state law standard to pay before a forfeiture may be declared by the lessor and delaying the filing of any unlawful detainer until the expiration of 30 days. Other lessors interpret the CARES Act to preempt any state law right to cure the default at all-they just provide a 30 day "quit" notice where the lease is forfeited immediately. Legal Aid's legal opinion is that the CARES Act clearly intends and requires a full 30-day period to pay before the lessor may forfeit the lease. That is the only way to harmonize the CARES Act's purpose of stabilizing the rental housing market with billions of dollars of rental assistance. (<i>See</i> 15 U.S.C. § 9058a, 9058c [each appropriating billions of dollars for rental assistance.]) In <i>Sherwood Auburn v. Pinzon</i>, the Washington Court of Appeals held that the CARES Act's 30-day provision preempted Washington's standard 14-day "pay-or-quit" notice, creating a 30-day "pay-or-quit" process for federally-subsidized properties. (<i>Sherwood Auburn, supra</i>, 24 Wn.App.2d 664, 674.) Therefore, under the prevailing interpretation of the CARES Act in Washington, the tenant has 30 days to pay the arrears before being required to leave the premises. If a full payment is tendered on Day 29, the proprietor no longer has a cause of action in unlawful detainer.	

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			Washington’s approach is consistent with how the Department of Housing and Urban Development and the Department of Agriculture interpret the CARES Act. Both departments have passed recent regulations extending nonpayment notices in their respective subsidy programs to 30 days during which the tenant can make a full payment and avoid eviction. Those final rules make clear that the HUD and USDA interpret the CARES Act as giving tenants 30 days to cure any default in the payment of rent. (<i>See</i> 89 Fed. Reg. 101270, 101275 [stating that the purpose of the rule is to “provid[e] tenants with additional time ... to cure nonpayment of rent violations”], 101289 [stating that the final rule is “consistent with provisions in the CARES Act” and other federal actions]; 89 Fed. Reg. 20539, 20540 [stating that the USDA rule giving tenants 30 days to pay is “consistent with this requirement of the CARES Act.”]) The interpretation of federal law by the federal agencies in that area of expertise is given “great weight” by California courts. (<i>Brown v. Fair Political Practices Comm’n</i> (2000) 84 Cal.App.4th 137, 150.) The recent case of <i>Campbell v. FPI Management</i> also may bear on an eventual judicial interpretation of the CARES Act. The <i>Campbell</i> case facts predate the CARES Act, but involve a similar dilemma. The lessor only provided 3-day notices to the tenants despite a HUD subsidy program requiring a 30-day notice much like the CARES Act. (<i>Campbell v. FP/Management</i> (2024) 98 Cal.App.5th 1157, 1159, 1163.) The California Court of Appeals held that a full 30 days was required prior to the lessor being able to forfeit the lease. (<i>Id.</i> at 1164-65.) The court also stated that, to the extent that state law needed to be harmonized, it was appropriate for the lessor to give a 3-day notice under California law so long as the 3-	

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			day notice did not expire before the 30-day HUD notice. (<i>Id.</i>) A court may look to <i>Campbell</i> to harmonize state and federal law in a similar way, allowing the lessor to give a mixed 3-Day/30-Day notice as long as the state law notice does not expire before the CARES Act's 30-day period would have completed. However, it is not our request that the Judicial Council adopt <i>our</i> interpretation of the CARES Act. It is only our request that the Judicial Council use the exact language of the CARES Act (already used in the form Answer in UD-105) to avoid leading trial courts to a particular judicial interpretation before there is guidance from California appellate courts. The authorities above are meant to show how California has yet to adopt any definitive interpretation of the CARES Act's interaction with state law. And any deviation from the law's language-by substituting "notice to vacate" for "notice to quit," for example-may tilt the deck in the trial court as trial judges look to the Judicial Council's forms for authoritative statements on how to interpret a complicated law. In conclusion, we ask that you change the proposed language to accord with the actual text of the CARES Act and mirror the existing language in the UD-105 answer form.	
3.	National Housing Law Project by Marie Claire Tran-Leung, Evictions Initiative Project Director & Senior Staff Attorney	NI	National Housing Law Project (NHLP) submits the following comments regarding the Judicial Council's (Council) Invitation to Comment concerning proposed changes to forms UD-100, among others. NHLP is a legal advocacy center focused on increasing, preserving, and improving affordable housing; expanding and	Please see the committee's responses below regarding the commenter's specific suggestions.

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	Commenter	Position	Comment	Committee Response
			enforcing rights of low-income residents and homeowners; and increasing housing opportunities for underserved communities. Our organization provides technical assistance and policy support on a range of housing issues to legal services and other advocates nationwide. NHLP hosts the national Housing Justice Network (HJN), a vast field network of over 2,000 community-level housing advocates and resident leaders. HJN member organizations are committed to protecting affordable housing and residents' rights for low-income families. HJN has many members in California, and NHLP plays a critical role in the state as an IOLTA-funded support center. NHLP's California advocacy reflects our national initiatives and focuses on tenants' rights, eviction prevention, and affordable housing preservation. We commend the Council's work updating these important forms. We submit our comments with the goal of ensuring that these forms further access to justice in housing court proceedings, particularly for low-income tenants who too often go unrepresented.	
			We support the Judicial Council's proposal to amend Question 9a of UD-100 to include an option to check "30-day notice to quit under the federal CARES Act" [FN 1 Subsection (c) of the Coronavirus Aid, Relief, and Economic Security (CARES) Act requires landlords of covered properties to provide 30 days' notice to tenants in eviction cases. See 15 U.S.C. § 9058(c). There is no sunset on this 30-day notice requirement.] with one significant caveat. Instead of using the term "notice to quit," we strongly urge the Judicial Council to use the term "notice to vacate."	In light of all the comments received regarding proposed item 9a(5) on form UD-100, the committee is recommending that this item be revised to use the term "notice to vacate" instead of "notice to quit." The federal CARES Act uses the term "notice to vacate," and this revision will ensure item 9a(5) reflects the statutory language. The committee agrees that deviating from the statutory language could cause confusion for courts and form users.

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			This change would mirror the statutory text of the CARES Act, 15 U.S.C. 9058(c) (providing that “the lessor of a covered dwelling unit may not require the tenant to vacate the covered dwelling unit before the date that is 30 days after the date on which the lessor provides the tenant with a <i>notice to vacate</i>”) (emphasis added). This language would also reflect the language of the form UD answer, which includes the defense that “the property is covered by the federal CARES Act and the plaintiff did not provide the 30 days’ notice to vacate.” By using the term “notice to vacate” found in statute and the form answer, the form complaint would reduce the risk of ambiguity that would result in unintended consequences for both landlords and tenants.	
			Additionally, we urge the Judicial Council to add a CARES Act certification requirement for landlord/plaintiffs. The proposed change to Question 9a, by itself, is insufficient to ensure that tenants benefit from their notice rights under the CARES Act. Although adding the checkbox is a step in the right direction, the proposed change as it stands fails to address the knowledge disparity between landlords and tenants about whether the unit in which the tenant resides is in a covered property as defined by the CARES Act. While tenants living in HUD-subsidized properties or multifamily housing with a federally-backed mortgage may be able to find out whether their unit is covered on their own, tenants living in 1-4 unit, unsubsidized properties with a federally-backed mortgage have no way of learning this information without the last four digits of their landlord’s social security number. If the landlord refuses to provide	The committee is not recommending revisions in response to this suggestion. The committee concluded that without more explicit statutory authorization, it would not be appropriate to add an item asking whether the property is covered by the CARES Act. The other items on form UD-100 are either expressly required to be included on an unlawful detainer complaint, such as the items required by Code of Civil Procedure section 1166, or are necessary to implement California law. The committee determined that it was more appropriate to address the federal CARES Act by adding a checkbox to item 9a because doing so complies with Code of Civil Procedure section 1166, which requires the complaint to “[s]tate specifically the method used to serve the defendant with the notice or notices

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			information about the mortgage, the tenant would have a difficult time determining whether the property is covered, and may be unfairly deprived of the opportunity to plead this vital affirmative defense, especially if proceeding as a self-represented litigant, which the vast majority of tenants are doing in eviction courts across the state. Landlords are in a much better position to know whether the unit is in a covered property, and certification to that end would not create a significant burden. In fact, it is in the interest of landlords, especially unrepresented landlords, to ensure that they have given the tenant the correct notice before filing the complaint. Today, when a landlord files an unlawful detainer, they do not have to answer whether the unit at issue is a covered property under the CARES Act. It is, unfairly, left up to the tenant to discover whether the property is covered, something they cannot know from the eviction filing alone (and, in some cases, may only be able to find out by asking the landlord or through discovery). The proposed change falls short of addressing this knowledge disparity. If a landlord does not check the box indicating that it gave a 30-day notice, the tenant still will not know whether the landlord is in fact subject to the CARES Act 30-day notice requirement. In order to address this disparity, we ask that the Judicial Council add a certification requirement to form UD-100. Similar to Question 7 regarding the applicability of the Tenant	of termination upon which the complaint is based.”

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			Protection Act, our suggested language for the new question is: 9) The tenancy described in 6 (complete (a) or (b)) a. is not in a property covered by the federal CARES Act. b. is in a property covered by the federal CARES Act. To assist those filling out this form, the Judicial Council can also amend UD-100 to include the following description found in the current answer form UD-105: (Property covered by the CARES Act means property where the landlord *is participating in a covered housing program as defined by the Violence Against Women Act; *is participating in the rural housing voucher program under section 542 of the Housing Act of 1949; or *has a federally backed mortgage loan or a federally backed multifamily mortgage loan.)	
4.	Orange County Bar Association by Mei Tsang, President	A	The proposal appropriately addresses the stated purpose due to the fact that revisions are necessary to ensure compliance with AB2347 and statutory changes. Other non-necessary revisions are more helpful than detrimental. There are no current recommendations for clarifying modifications to UD-100 and UD-105. There are clear instructions provided on the court website to assist with completing forms to the extent they confuse the user.	The committee appreciates the response and acknowledges the commenter's agreement with the proposal.

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SPR25-07

Civil Practice and Procedure: Form Revisions to Reflect the Repeal of COVID-19 Legislation (Revise forms SC-100, SC-103, SC-104B, SUM-130, UD-100, UD-105; revoke forms PLD-C-500, PLD-C-505, PLD-C-520, SC-500, SC-500-INFO, SC-500A, UD-101, UD-104, UD-104(A), UD-125)

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	Commenter	Position	Comment	Committee Response
5.	Superior Court California, County of Los Angeles by Stephanie Kuo	A	In response to the Judicial Council of California’s ITC, “Civil Practice and Procedure: Form Revisions to Reflect the Repeal of COVID-19 Legislation,” the Court agrees with the proposal and has no other comments.	The committee appreciates the response and acknowledges the commenter’s agreement with the proposal.
6.	Superior Court California, County of San Bernardino Staff Small Claims Landlord Tenant Committee	NI	Does the proposal appropriately address the stated purpose?	The committee appreciates the response and acknowledges the commenter’s support for the proposal.
			Yes	
			Please provide suggestions, if you have any, for revising specific items in Complaint Unlawful Detainer (form UD-100) and Answer -Unlawful Detainer (form UD-105) to use plain language or any suggestion to improve the forms’ clarity and readability.	
			Complaint (UD-100): #10a(3) the second box about giving a copy to someone and mailing it caused a lot of confusion when the update first came out since most times when the notice is posted and mailed no one of suitable age or discretion is usually found at the premises. Can “AND giving a copy to a person found residing at the premises” be removed?	The committee appreciates the response and will consider the suggestion in a future proposal revising form UD-100 to use plain language.
			Would the proposal provide cost savings? If so, please quantify.	The committee appreciates the information.
			Court would not have to print forms that customers usually forget that are needed.	
			What would the implementation requirements be for courts—for example, training staff (please identify position and expected hours of training), revising processes and procedures (please describe), changing docket codes in case management systems, or modifying case management systems?	The committee appreciates the information.

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	Commenter	Position	Comment	Committee Response
			Manual updates, CMS codes hidden	
			Would two months from Judicial Council approval of this proposal until its effective date provide sufficient time for implementation?	The committee appreciates the information.
			Yes, more than enough	
			How well would this proposal work in courts of different sizes?	The committee appreciates the information.
			The same.	
7.	Superior Court California, County of San Diego by Mike Roddy, Executive Officer	A	Q: Does the proposal appropriately address the stated purpose? A: Yes.	The committee appreciates the response and acknowledges the commenter's agreement with the proposal.
			Q: Please provide suggestions, if you have any, for revising specific items in Complaint-Unlawful Detainer (form UD-100) and Answer-Unlawful Detainer (form UD-105) to use plain language, or any suggestions to improve the forms' clarity and readability. A: No suggestions.	The committee appreciates the response.
			Q: Would the proposal provide cost savings? If so, please quantify. A: No.	The committee appreciates the response.
			Q: What would the implementation requirements be for courts for example, training staff (please identify position and expected hours of training), revising processes and procedures (please describe), changing docket codes in case management systems, or modifying case management systems?	The committee appreciates the information.

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	Commenter	Position	Comment	Committee Response
			A: Updating internal procedures, removing filings from case management system, updating local packets, training staff, and notifying judicial officers. Q: Would two months from Judicial Council approval of this proposal until its effective date provide sufficient time for implementation ? A: Yes, provided the final versions of the forms are provided at that time. Q: How well would this proposal work in courts of different sizes? A: It appears the proposal would work for courts of all sizes.	The committee appreciates the information. The committee appreciates the information.
8.	Francisco G. Torres Zanghi Torres Adams LLP San Francisco, CA	NI	I see that proposed changes to the forms include addition of language regarding 30 day notices under the CARES act. It appears that clarification should be provided and the 30 day notice requirement should only be a specific defense to a case based on a notice to pay rent or quit. The issue as to whether 30 day notices are required for termination of tenancy unrelated to unpaid rent is an open question in California and many other states. The Supreme Court of Washington has determined that 30 day notices are only required for non-payment notices.	In light of all the comments received regarding proposed item 9a(5) on form UD-100, the committee is recommending that this item be revised to use the term “notice to vacate” instead of “notice to quit.” The federal CARES Act uses the term “notice to vacate,” and this revision will ensure item 9a(5) reflects the statutory language. The committee determined that it is appropriate to include the CARES Act notice checkbox in item 9a because the item lists notices that could have been provided to the tenant but does not require the plaintiff to allege that specific notices were or were not required by law. Adding item 9a(5) therefore does not imply that the plaintiff is required to provide a CARES Act notice in any particular situation.

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	Commenter	Position	Comment	Committee Response
9.	Trial Court Presiding Judges Advisory Committee (TCPJAC) and the Court Executives Advisory Committee (CEAC) Joint Rules Subcommittee (JRS)	A	The JRS notes that the proposal is required to conform to a change of law.	The committee appreciates the response.
			The JRS also notes the following impact to court operations: • Impact on existing automated systems. ○ Updates to case management systems. • Results in additional training, which requires the commitment of staff time and court resources. ○ Staff and judicial officer training. Update BPRs and Self-Help Center packets.	The committee appreciates the information.

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