

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Jeff Test FIRM NAME: STREET ADDRESS: 208 Stanford Shopping Center, CITY: Palo Alto STATE: CA ZIP CODE: 94304 TELEPHONE NO.: 800-244-6227 FAX NO.: EMAIL ADDRESS: ATTORNEY FOR (name):	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 300 East Walnut St. MAILING ADDRESS: CITY AND ZIP CODE: Pasadena, CA 91101 BRANCH NAME: Pasadena Courthouse	
PLAINTIFF: landlord inc DEFENDANT: Jeff Test	
Amended ANSWER—UNLAWFUL DETAINER	CASE NUMBER: 234567

1. Defendant (*all defendants for whom this answer is filed must be named and must sign this answer unless their attorney signs*):
 Jeff Test

answers the complaint as follows:

2. **DENIALS (Check ONLY ONE of the next two boxes.)**

- a. ☐ **General Denial** (*Do not check this box if the complaint demands more than \$1,000.*)
 Defendant generally denies each statement of the complaint and of the *Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101).

- b. ☒ **Specific Denials** (*Check this box and complete (1) and (2) below if complaint demands more than \$1,000.*)
 Defendant admits that all of the statements of the complaint and of the *Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101) are true EXCEPT:

(1) **Denial of Allegations in Complaint (Form UD-100 or Other Complaint for Unlawful Detainer)**

- (a) Defendant claims the following statements of the complaint are false (*state paragraph numbers from the complaint or explain below or, if more room needed, on form MC-025*):

☐ Explanation is on form MC-025, titled as Attachment 2b(1)(a).

- (b) Defendant has no information or belief that the following statements of the complaint are true, so defendant denies them (*state paragraph numbers from the complaint or explain below or, if more room needed, on form MC-025*):

☐ Explanation is on form MC-025, titled as Attachment 2b(1)(b).
 Defendant admits that defendant is in possession of the property alleged. Defendant denies all other allegations of the complaint, other than any statement consistent with the statements in Attachment v, based on lack of sufficient information or belief.

(2) **Denial of Allegations in Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer (form UD-101)**

- (a) ☐ Defendant did not receive plaintiff's *Mandatory Cover Sheet and Supplemental Allegations* (form UD-101). (*If not checked, complete (b) and (c), as appropriate.*)
- (b) ☐ Defendant claims the statements in the **Verification required for issuance of summons—residential**, item 3 of plaintiff's *Mandatory Cover Sheet and Supplemental Allegations* (form UD-101), are false.
- (c) Defendant claims the following statements on the *Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101) are false (*state paragraph numbers from form UD-101 or explain below or, if more room needed, on form MC-025*): ☐ Explanation is on form MC-025, titled as Attachment 2b(2)(c).

PLAINTIFF: landlord inc DEFENDANT: Test	CASE NUMBER: 234567
--	------------------------

2. b. (2) (d) Defendant has no information or belief that the following statements on the *Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101) are true, so defendant denies them (*state paragraph numbers from form UD-101 or explain below or, if more room needed, on form MC-025*):
- ☐ Explanation is on form MC-025, titled as Attachment 2b(2)(d).
(1) All statements other than that this action seeks possession of residential property and that one or more defendants is a natural person and (2) all statements inconsistent with the statements in Attachment v.
3. **DEFENSES AND OBJECTIONS** (NOTE: For each box checked, you must state brief facts to support it in item 3w (on page 4) or, if more room is needed, on form MC-025. You can learn more about defenses and objections at www.courts.ca.gov/selfhelp-eviction.htm.)
- a. ☐ (Nonpayment of rent only) Plaintiff has breached the warranty to provide habitable premises.
- b. ☐ (Nonpayment of rent only) Defendant made needed repairs and properly deducted the cost from the rent, and plaintiff did not give proper credit.
- c. ☐ (Nonpayment of rent only) On (date): before the notice to pay or quit expired, defendant offered the rent due but plaintiff would not accept it.
- d. ☐ Plaintiff waived, changed, or canceled the notice to quit.
- e. ☐ Plaintiff served defendant with the notice to quit or filed the complaint to retaliate against defendant.
- f. ☐ By serving defendant with the notice to quit or filing the complaint, plaintiff is arbitrarily discriminating against the defendant in violation of the Constitution or the laws of the United States or California.
- g. ☒ Plaintiff's demand for possession violates the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage): City of Los Angeles
(Also, briefly state in item 3w the facts showing violation of the ordinance.)
- h. ☐ Plaintiff's demand for possession is subject to the Tenant Protection Act of 2019, Civil Code section 1946.2 or 1947.12, and is not in compliance with the act. (Check all that apply and briefly state in item 3w 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.
- i. ☐ Plaintiff accepted rent from defendant to cover a period of time after the date the notice to quit expired.
- j. ☐ Plaintiff seeks to evict defendant based on an act against defendant or a member of defendant's household that constitutes domestic violence, sexual assault, stalking, human trafficking, or abuse of an elder or a dependent adult. (This defense requires one of the following: (1) **a temporary restraining order, protective order, or police report that is not more than 180 days old**; OR (2) **a signed statement from a qualified third party** (e.g., a doctor, domestic violence or sexual assault counselor, human trafficking caseworker, or psychologist) concerning the injuries or abuse resulting from these acts.)
- k. ☐ Plaintiff seeks to evict defendant based on defendant or another person calling the police or emergency assistance (e.g., ambulance) by or on behalf of a victim of abuse, a victim of crime, or an individual in an emergency when defendant or the other person believed that assistance was necessary.
- l. ☐ Plaintiff's demand for possession of a residential property is in retaliation for nonpayment of rent or other financial obligations due between March 1, 2020, and September 30, 2021, even though alleged to be based on other reasons. (Civ. Code, § 1942.5(d); Gov. Code, § 12955.)
- m. ☐ Plaintiff's demand for possession of a residential property is based on nonpayment of rent or other financial obligations due between March 1, 2020, and September 30, 2021, and (check all that apply):
- (1) ☐ Plaintiff did not serve the general notice or notices of rights under the COVID-19 Tenant Relief Act as required by Code of Civil Procedure section 1179.04.
- (2) ☐ Plaintiff did not serve the required 15-day notice. (Code Civ. Proc., § 1179.03(b) or (c).)

PLAINTIFF: landlord inc DEFENDANT: Test	CASE NUMBER: 234567
--	------------------------

3. m. (3) ☐ Plaintiff did not provide an unsigned declaration of COVID-19–related financial distress with the 15-day notice. (Code Civ. Proc., § 1179.03(d).)
- (4) ☐ Plaintiff did not provide an unsigned declaration of COVID-19–related financial distress in the language in which the landlord was required to provide a translation of the rental agreement. (Code Civ. Proc., § 1179.03(d).)
- (5) ☐ Plaintiff identified defendant as a “high-income tenant” in the 15-day notice, but plaintiff did not possess proof at the time the notice was served establishing that defendant met the definition of high-income tenant. (Code Civ. Proc., § 1179.02.5(b).)
- (6) ☐ Defendant delivered to plaintiff one or more declarations of COVID-19–related financial distress and, if required as a “high-income tenant,” documentation in support. (Code Civ. Proc., §§ 1179.03(f) and 1179.02.5.)
(Describe when and how delivered and check all other items below that apply):
- (a) ☐ Plaintiff's demand for payment includes late fees on rent or other financial obligations due between March 1, 2020, and September 30, 2021.
- (b) ☐ Plaintiff's demand for payment includes fees for services that were increased or not previously charged.
- (c) ☐ Defendant, on or before September 30, 2021, paid or offered plaintiff payment of at least 25% of the total rental payments that were due between September 1, 2020, and September 30, 2021, and that were demanded in the termination notices for which defendant delivered the declarations described in (a). (Code Civ. Proc., § 1179.03(g)(2).)
- (7) ☐ Defendant is currently filing or has already filed a declaration of COVID-19–related financial distress with the court. (Code Civ. Proc., § 1179.03(h).)
- n. ☐ Plaintiff's demand for possession of a residential property is based on nonpayment of rent or other financial obligations due between October 1, 2021, and March 31, 2022, and (check all that apply):
- (1) ☐ Plaintiff's notice to quit was served before April 1, 2022, and
- (a) ☐ Did not contain the required contact information for the pertinent governmental rental assistance program, or the other content required by Code of Civil Procedure section 1179.10(a).
- (b) ☐ Did not include a translation of the statutorily required notice. (Code Civ. Proc., § 1179.10(a)(2) and Civ. Code, § 1632.)
- (2) ☐ Plaintiff's notice to quit was served between April 1, 2022, and June 30, 2022, and did not contain the required information about the government rental assistance program and possible protections, as required by Code of Civil Procedure section 1179.10(b).
- o. ☐ For a tenancy initially established before October 1, 2021, plaintiff's demand for possession of a residential property is based on nonpayment of rent or other financial obligations due between March 1, 2020, and March 31, 2022, and (check all that apply):
- (1) ☐ Plaintiff did not complete an application for rental assistance to cover the rental debt demanded in the complaint before filing the complaint in this action.
- (2) ☐ Plaintiff's application for rental assistance was not denied.
- (3) ☐ Plaintiff's application for rental assistance was denied for a reason that does not support issuance of a summons or judgment in an unlawful detainer action (check all that apply):
- (a) ☐ Plaintiff did not fully or properly complete plaintiff's portion of the application. (Code Civ. Proc., § 1179.09(d)(2)(A).)
- (b) ☐ Plaintiff did not apply to the correct rental assistance program. (Code Civ. Proc., § 1179.09(d)(2)(C).)
- (4) ☐ An application for rental assistance was filed before April 1, 2022, and the determination is still pending.
- (5) ☐ Rental assistance has been approved and tenant is separately filing an application to prevent forfeiture (form UD-125).
- p. ☐ 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).)

PLAINTIFF: landlord inc DEFENDANT: Test	CASE NUMBER: 234567
--	------------------------

3. p. (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).)
- q. ☒ Plaintiff violated the COVID-19 Tenant Relief Act (Code Civ. Proc., § 1179.01 et seq.) or a local COVID-19–related ordinance regarding evictions in some other way (*briefly state facts describing this in item 3w*).
- r. ☐ 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;*
• *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.*)
- s. ☐ 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.
- t. ☐ Plaintiff refused to accept payment from a third party for rent due. (Civ. Code, § 1947.3; Gov. Code, § 12955.)
- u. ☐ Defendant has a disability and plaintiff refused to provide a reasonable accommodation that was requested. (Cal. Code Regs., tit. 2, § 12176(c).)
- v. ☐ Other defenses and objections are stated in item 3w.
- w. (*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 3w.

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.

PLAINTIFF: landlord inc DEFENDANT: Test	CASE NUMBER: 234567
--	------------------------

5. e. ☒ Other (specify below or on form MC-025):
☐ All other requests are stated on form MC-025, titled as Attachment 5e.

That the record of this proceeding be permanently sealed as provided by law.

6. Number of pages attached: 11

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.)

Jeff Test

(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: May 20, 2023

Jeff Test

(TYPE OR PRINT NAME)

(SIGNATURE OF DEFENDANT)

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF DEFENDANT)

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF DEFENDANT)

ATTACHMENT 3w TO ANSWER-UNLAWFUL DETAINER

BREACH OF WARRANTY OF HABITABILITY

☐ The amount of rent demanded in the notice and/or the daily rental value demanded in the complaint is excessive because plaintiff has failed to provide a tenantable dwelling as follows, of which the plaintiff had actual and/or constructive notice and which are listed by way of example and not limited to:

- | | |
|--|---|
| A. <input type="checkbox"/> Damp/leaking ceiling/walls | J. <input type="checkbox"/> Infestation of roaches/insects/vermin |
| B. <input type="checkbox"/> Hole(s) in walls/floor/carpet | K. <input type="checkbox"/> Inadequate trash collection |
| C. <input type="checkbox"/> Peeling paint/falling plaster | L. <input type="checkbox"/> Unsafe stairways/railings |
| D. <input type="checkbox"/> Lack of/inadequate hot water | M. <input type="checkbox"/> Inadequate security/locks |
| E. <input type="checkbox"/> Missing/torn window screens | N. <input type="checkbox"/> Defective electrical/wiring |
| F. <input type="checkbox"/> Missing/broken windows | O. <input type="checkbox"/> Mold |
| G. <input type="checkbox"/> Defective/leaking plumbing | P. <input type="checkbox"/> Other |
| H. <input type="checkbox"/> Missing/broken smoke detectors | |
| I. <input type="checkbox"/> Common areas unclean | |

CALIFORNIA TENANT PROTECTION ACT OF 2019 (AB 1482)

- A. ☐ The unit is subject to the Tenant Protection Act of 2019 (TPA) and the plaintiff has failed to provide defendant with written notice of their rights under the TPA as required by Civil Code § 1946.2(f).
- B. ☐ The rent demanded exceeds the legal amount that could be demanded under the TPA. Civil Code § 1947.12.
- C. ☐ The unit is subject to the TPA, the notice is based on a reason other than nonpayment of rent, and:
1. ☐ The notice does not state, and the plaintiff does not have, just cause to evict defendant, required by Civil Code § 1946.2.
 2. ☐ The notice alleges an “at fault” just cause reason for the eviction, but plaintiff did not serve defendant with the two notices required by Civil Code § 1946.2(c).
 3. ☐ The notice alleges a no-fault cause to evict under Civil Code § 1946.2(b)(2), but plaintiff failed to provide defendant notice of their right to relocation assistance or rent waiver, including the amount of rent waiver, pursuant to Civil Code § 1946.2(d), rendering the notice void. § 1946.2(d).
 4. ☐ The notice alleges a no-fault cause to evict under Civil Code § 1946.2(b)(2), but plaintiff has failed to provide defendant with relocation assistance or waiver of rent, either by providing defendant with payment for one month’s rent, or by waiving their right to collect rent for the final month of the tenancy. Civil Code § 1946.2(d).
 5. ☐ Even though the plaintiff claims that they are exempted from the provisions of the TPA, plaintiff did not provide written notice of that exemption or include that notice as part of the lease contract.
 6. ☐ Plaintiff claims an intention to evict defendant in order for plaintiff or plaintiff’s close relative to occupy the rental unit, but
 - a. ☐ Defendant has a lease dated on or after July 1, 2020 and that lease does not expressly permit plaintiff to do so.
 - b. ☐ The allegation of intention of the landlord or their close family move into the rental unit is not made in good faith, but for other reasons that do not legally justify this eviction.

7. ☐ Plaintiff claims they have been ordered by a government agency or court to make repairs requiring that the property be vacated. No such order requires vacating the property.
8. ☐ This action is based on the plaintiff's allegations that the rental unit must be vacated for at least 30 days in order to demolish or substantially remodel the rental unit, but:
 - a. ☐ The allegations are not made in good faith but instead for the purpose of evicting defendant for other, legally insufficient, reasons.
 - b. ☐ The alleged proposed changes to the rental unit alleged to constitute "demolition" or "substantial remodeling" do not meet the definitions set forth in the TPA and are merely cosmetic in nature.
 - c. ☐ The alleged proposed changes to the rental unit can reasonably be made in less than 30 days.

LOCAL RENT STABILIZATION AND JUST CAUSE LAWS

- A. ☒ I am informed and believe that premises are subject to the Los Angeles Rent Stabilization Ordinance (LAMC § 151.00 et seq.) and that:
1. ☒ The rent demanded exceeds the legal amount that can be demanded.
 2. ☒ The premises were not registered as required by LAMC §151.05.
 3. ☒ Plaintiff failed to post and/or serve on defendant the Certificate of Registration as required by LAMC §151.05(A).
 4. ☒ Plaintiff failed to post RSO Notification and contact information for the Los Angeles Housing Department as required by LAMC 151.05 and Los Angeles Municipal City Ordinance No. 180769.
 5. ☐ Plaintiff has not served defendant with written notice stating the reason for termination with specific facts which permit determination of the date, place, witnesses and circumstances concerning the reason. LAMC §151.09(C).
 6. ☐ Plaintiff does not state and/or have cause for the eviction. LAMC §151.09(A).
 7. ☐ Plaintiff allegedly seeks possession for use and occupancy by a manager, or the plaintiff, or the plaintiff's family, or to vacate the unit to comply with a governmental agency or, to perform work on the building, or to permanently remove the rental unit from the market, but has not filed and/or served the required notice or declaration required under LAMC §151.09(C).
 8. ☐ Plaintiff has failed to pay relocation assistance under LAMC §151.09(G).
 9. ☐ Plaintiff is not proceeding in good faith as required by LAMC §151.09(A)(8)-(11), and/or the notice fails to so state.
 10. ☐ The intent of the plaintiff in seeking possession is retaliation against defendant for exercising his/her rights under the Los Angeles Rent Stabilization Ordinance.
 11. ☐ Plaintiff increased the rent in violation of LAMC §151.04(A).
 12. ☐ Tenant cannot be evicted for nonpayment of rent because the tenants total rent debt owed does not exceed one month of fair market rent for an equivalent sized rental unit. LAMC §151.09(A)(1).
 13. ☒ The notice to pay rent or quit is defective under LAMC §151.09(A)(1) because it fails to state the number of bedrooms in the rental unit.
 14. ☐ Plaintiff has failed to timely file the notice of termination upon which this action is based, the declaration of intent to evict, and/or other required documents with the Los Angeles Housing Department. LAMC 151.09.C.9.

- B. ☐ This action is subject to a local ordinance, law or regulation of a City, County, or City and County that temporarily or permanently regulates evictions, rent increases, or relocation payments in case of eviction. This action is prohibited by such local ordinance because:
1. ☐ The plaintiff does not state and/or have in good faith a valid For Cause or No-Fault basis for the eviction.
 2. ☐ The rent demanded exceeded the legal amount that could be demanded or could be demanded after a decrease in housing services.
 3. ☐ The premises were not registered, or Plaintiff failed to obtain a business license and/or pay a business license fee, as required by the local ordinance.
 4. ☐ Plaintiff did not provide defendant with the required notice of tenants' rights.
 5. ☐ The alleged breach of the rental agreement covenant is not substantial and/or a breach of a material term.
 6. ☐ Defendant has cured the alleged breach, nuisance, or other alleged problem.
 7. ☐ Defendant did not create a nuisance or cause damage.
 8. ☐ Plaintiff allegedly seeks possession for use by plaintiff or plaintiff's family member but is not evicting defendant in good faith and/or has not met the required notice requirements of the local ordinance
 - a. ☐ Defendant is informed and believes plaintiff has not complied with all requirements under the local ordinance with respect to a different rental unit owned by plaintiff that is either vacant or occupied by and unprotected tenant.
 - b. ☐ Plaintiff is not entitled to evict defendant because at least one tenant or occupant of the subject premises has resided in the unit for the period of time required by the local ordinance and:
 - 1) ☐ is 60/62 years of age or older,
 - 2) ☐ is disabled,
 - 3) ☐ is terminally ill,
 - 4) ☐ is catastrophically ill,
 - 5) ☐ is part of a low-income household.
 - c. ☐ Defendant is informed and believes that the plaintiff is not a natural person and/or does not hold a sufficient interest in the property in the amount required by the local ordinance.
 - d. ☐ Defendant is informed and believes that plaintiff has not complied with all requirements under the local ordinance for an owner move-in or relative move-in termination of tenancy.
 9. ☐ Plaintiff allegedly seeks possession for demolition, renovation, or removal from the residential rent market but has not obtained all proper permits and has not met the requirements of the local ordinance allowing such evictions in only certain circumstances. Defendant is informed and believes that:
 - a. ☐ The proposed repairs or renovations are not necessary to bring the property into compliance with applicable codes and laws affecting the health and safety of tenants of the building and/or the repairs or renovations otherwise do not meet the requirements of the local ordinance for termination of tenancy.
 - b. ☐ The repairs can be completed while the tenant resides on the premises and/or the duration of the proposed repairs or renovations is shorter than the time period required by law for termination of tenancy.
 - c. ☐ Plaintiff has failed to timely secure all required building and planning permits as required by law.

- d. ☐ There is no order from a government agency or court that requires defendant to vacate the property.
10. ☐ Plaintiff has failed to make required relocation payments to defendant or notify defendant of their right to relocation under the local ordinance.
11. ☐ The intent of the plaintiff in seeking possession is retaliation against defendant for exercising their rights under the local ordinance.
12. ☐ Plaintiff increased the rent in violation of the local ordinance.
13. ☐ Defendant is informed and believes that plaintiff has failed to timely file the notice of termination, warning notice, and/or unlawful detainer complaint upon which this action is based with the required government agency as required by the local ordinance.
14. ☐ Plaintiff unreasonably withheld the right of the defendant to sublet or add additional occupants or family member occupants to the rental unit as permitted by the local ordinance. Defendant has complied with all applicable requirements for requesting the addition or replacement of occupants, where required by law.
15. ☐ Plaintiff has failed to serve defendant with a written warning notice or notice to cease in the time required by law prior to service of the termination notice, as required by the local ordinance.
16. ☐ The notice and/or its attachments is defective under the local ordinance because it fails to include information required by local law, including information notifying tenants of their rights under the law, right to relocation assistance payments, the lawful rent of the tenant, information regarding a person who intends to occupy the rental unit, fails to attach required warning notices, or fails to include other information or attachments required by law.
17. ☐ The Plaintiff does not have a good faith basis for eviction, is not proceeding with honest intent, and the plaintiff has an ulterior motive in serving the termination notice and filing this action against defendant. None of the reasons for termination of tenancy stated in the termination notice is the plaintiff's dominant motive for or serving the termination notice and filing this action against defendant.
18. ☐ Plaintiff has failed to demonstrate substantial compliance with the warranty of habitability rent ceiling requirements, and rental registration requirements according to the local ordinance for all units at the property at which the rental unit which is the subject of this action is located as of the dates of the notice of termination and of commencement of this action.
19. ☐ The plaintiff is evicting the defendant for the presence of a pet after the plaintiff changed the terms of defendant's tenancy to prohibit pets. The pet was kept and allowed prior to the change and plaintiff has not demonstrated that the pet constitutes a nuisance that has not been abated upon proper notice to the tenant.
- a. ☐ The plaintiff is evicting the defendant for possession of one or more pets of substantially the same type and number have been permitted at any time during the tenancy.
- b. ☐ The plaintiff is evicting the defendant for possession of two or fewer pets, and all of the following are true:
- 1) ☐ The tenant who is the guardian of the pet(s) is more than sixty-two years of age, or is disabled, or is living with HIV/AIDS;
 - 2) ☐ The pet or pets are domesticated dogs, cats, or birds weighing not more than thirty-five pounds;
 - 3) ☐ The pet or pets do not interfere with the quiet enjoyment of the premises by other persons or otherwise constitute a nuisance or a threat to the health, safety or welfare of other persons residing in or having lawful access to the premises;

- 4) ☐ The defendant does not reside in a condominium unit, and
- 5) ☐ If the plaintiff has demanded an increase in the security deposit of not more than 25 percent and an amount not exceeding the maximum allowed by California Civil Code, the defendant has deposited such an amount with the plaintiff.
20. ☐ The termination notice is invalid because its effective date falls during the school year and the defendant or another tenant in the unit has resided in the unit for the time period required by law and meets all other requirements under the local ordinance to be a protected school-age child (or educator), or has a custodial or family relationship with the same.
21. ☐ Plaintiff has harassed the defendant in the following ways:
- a. ☐ decreasing services,
 - b. ☐ failed to make necessary repairs,
 - c. ☐ refusing to accept or acknowledge receipt of a tenant's lawful rent payment,
 - d. ☐ interfering with the defendant's quiet enjoyment of the rental unit,
 - e. ☐ inquiring into, threatening to disclose, or disclosing immigration or citizenship status of a tenant,
 - f. ☐ serving the notice of termination and/or prosecuting this action as part of an attempt to increase the rent above the maximum allowable rent under the local rent control law.
 - g. ☐ Plaintiff committed this harassment as part of an attempt to increase the rent above the maximum allowable rent permitted under this chapter, either by obtaining such excessive rent from the tenant or by creating a vacancy and increasing the rent to a new tenant.
22. ☐ Tenant cannot be evicted for nonpayment of rent because the tenant's total rent debt owed does not meet or exceed the monetary threshold amount.
23. ☐ The notice to pay rent or quit is defective under the local ordinance because it fails to state the number of bedrooms in the rental unit.
24. ☐ Tenant cannot be evicted for nonpayment of rent because Plaintiff refused to accept rental assistance, refused to provide necessary documentation for a rental assistance application, and/or refused to accept payment on behalf of the tenant from a third party.

DISCRIMINATION

☐ In seeking to terminate the tenancy, landlord is arbitrarily and unlawfully discriminating against defendant on the basis of:

- | | |
|---|--|
| A. <input type="checkbox"/> Race, color, or ethnicity | E. <input type="checkbox"/> Age |
| B. <input type="checkbox"/> Religion | F. <input type="checkbox"/> Marital status |
| C. <input type="checkbox"/> Sex, gender, or sexual identity | G. <input type="checkbox"/> Source of income |
| D. <input type="checkbox"/> Medical condition or disability | H. <input type="checkbox"/> Other |

RETALIATION

☐ Plaintiff served the notice and filed this lawsuit to retaliate against tenant for engaging in the following protected behavior:

- A. ☐ Complaining to a government agency concerning tenantability
- B. ☐ Complaining to plaintiff or plaintiff's agent concerning tenantability
- C. ☐ Participating in a tenant's union or other tenant-related organizing
- D. ☐ Declining to disclose immigration status
- E. ☐ Otherwise asserting defendant's legal rights

SECTION 8 PROTECTIONS

- ☐ Plaintiff receives housing assistance payments from a local housing authority on behalf of defendant and is subject to a lease, Housing Assistance Payment (HAP) contract, and federal law governing Section 8. The notice to terminate is defective and/or plaintiff does not state nor have grounds for eviction as follows:
- A. ☐ Plaintiff is arbitrarily discriminating against defendant based on defendant's source of income, which includes the receipt of a Section 8 voucher. Government Code §§ 12927; 12955.
 - B. ☐ The rent demanded exceeds the legal amount which can be demanded under the HAP contract.
 - C. ☐ The notice fails to state the ground for eviction in enough detail to prepare a defense as required by the lease, HAP contract, and federal law.
 - D. ☐ The lease and HAP contract that are the subject of this action require that good cause be shown by plaintiff seeking to evict defendant.
 - E. ☐ The notice was not served concurrently on the Housing Authority as required by federal law.
 - F. ☐ Plaintiff is not proceeding in good faith.
 - G. ☐ The housing assistance payment was abated by a local Housing Authority because plaintiff failed to comply with the Housing Quality Standards of the HAP contract and Federal law.
 - H. ☐ Defendant has a month-to-month tenancy but was not given a 90 day notice to vacate with other good cause. 42 U.S.C. §1437F(O)(7)(F).

OTHER FEDERAL HOUSING PROTECTIONS

- ☐ The subject premises are a federally subsidized or HUD owned/insured housing development, or a federally financed conventional public housing unit, owned and operated by a local housing authority, and are therefore subject to federal statutes and regulations. The notice of termination is defective and/or plaintiff does not state nor have grounds for eviction as follows:
- A. ☐ The rent demanded exceeded the legal amount that could be demanded.
 - B. ☐ It is based on nonpayment of rent and fails to give 10 days' notice. (HUD Owned or insured housing).
 - C. ☐ It is based on breach of the rental agreement but fails to give 14 days to cure the alleged breach. (HUD Owned or insured housing).
 - D. ☐ It is based on nonpayment of rent and fails to give 14 days' notice. (Conventional Public Housing).
 - E. ☐ It is based on breach of the rental agreement but fails to give 14 days to cure the alleged breach. (Conventional Public Housing).
 - F. ☐ It fails to state good cause for the termination.
 - G. ☐ The notice fails to state the ground for eviction in enough detail to prepare a defense as required by the contract and federal law.

WAIVER

- ☐ Plaintiff, with full knowledge of tenant's alleged breach and the facts surrounding said breach, intentionally waived and relinquished the right to declare a breach and forfeiture of the tenancy, as follows:
- A. ☐ Rent was accepted by the plaintiff from defendant for a period of time after the notice expired; Plaintiff has accordingly waived the breach and the notice and created a new tenancy
 - B. ☐ Within the notice period, defendant timely tendered the full amount of rent demanded to plaintiff, and said tender was accepted by plaintiff.
 - C. ☐ Plaintiff has accepted late payment of rent in the past and so waived the alleged breach
 - D. ☐ Plaintiff accepted rent with actual and/or constructive knowledge of the alleged breach. As a result, plaintiff has waived the alleged breach.

ESTOPPEL

☐ Plaintiff was aware of the facts regarding defendant's purported breach and acted so as to lull defendant into believing that the alleged breach was acceptable to plaintiff. Defendant reasonably relied on plaintiff's acts.:

- A. ☐ Plaintiff made and oral agreement with defendant that the rent demanded in the notice could be paid at a later date, upon which defendant detrimentally relied.
- B. ☐ Plaintiff and defendant entered into a written agreement that the rent demanded in the notice could be paid at a later date, upon which defendant detrimentally relied.
- C. ☐ Plaintiff has waived the alleged breach and is estopped from prosecuting this action because the defendant has paid rent and detrimentally relied on the waiver.

FAILURE TO PROVIDE REASONABLE ACCOMMODATION

☐ Defendant is a qualified person with a disability. Defendant is informed, believes and based thereon allege that plaintiff(s) were at all relevant times aware of defendant's disabilities. Accommodation is necessary to afford defendant equal opportunity to use and enjoy her home. Defendant has requested and Plaintiff has failed to provide a reasonable accommodation. This is a Violation of the Fair Housing Act ("FHAA") 42 U.S.C. §3604 and/or the California Fair Employment and Housing act ("FEHA") Cal. Gov. Code §§ 12900 et seq.

DEFECTIVE NOTICE

- ☒ The notice that is the basis of this action is defective because:
- A. ☐ It demands more rent than defendant owed.
 - B. ☒ The notice to pay or quit does not identify a person, address, or telephone number (or, if rent is requested in person, available days of the week or hours) where the rent can be paid. CCP §1161.
 - C. ☐ It is not in the alternative.
 - D. ☐ It does not adequately describe the property.
 - E. ☒ It was served before the rent was late.
 - F. ☐ It asks for rent for a period beyond one year.
 - G. ☐ It does not give defendant 30 days to move.
 - H. ☐ It does not give defendant 60 days to move pursuant to Civil Code §1946.1.
 - I. ☐ It demands money other than rent.
 - J. ☐ Defendant(s) reside within the City of Los Angeles in a residential property built before January 1, 2005, and the landlord is attempting to terminate defendant's tenancy without stating at-fault cause in violation of Los Angeles Municipal Code Chapter IV, Article 14.5, Section 49.98.2(A).
 - K. ☐ It was based on breach of covenant but did not specify what tenant must do to cure and/or did not give tenant 3 days to cure the breach.

DEFECTIVE COMPLAINT

- A. ☒ The notice of termination was not attached to the complaint as required by CCP §1166(c)(1)(A).
- B. ☐ The unlawful detainer is based upon a cause of action other than nonpayment of rent CCP §1161(2), and the plaintiff failed to attach the rental agreement to the complaint as required by CCP § 1166(c)(1)(B).

OTHER DEFENSES

- A. ☐ Defendant was unable to contact landlord within the notice period due to landlord's action and/or failure to act and was therefore prevented from paying the rent demanded. Civil Code §1511.

- B. ☐ The parties negotiated the written lease agreement in a language other than English, but Plaintiff failed to provide the defendant with a written translation in that non-English language in violation of Civil Code §1632 et seq.
- C. ☒ The property is subject to Los Angeles Housing Code and plaintiff failed to pay the “SCEP” fees required by LAMC §161.352, which is an affirmative defense to this action. LAMC §161.903.3.2.

COVID-19 EVICTION LOCAL MORATORIUM

- A. ☒ The premises are in the City of Los Angeles and thus subject to LAMC § 49.99 et seq, prohibiting evictions within the City of Los Angeles during a Local Emergency Period except under certain conditions that do not exist in this case. In addition, under LAMC § 49.99.2(A), tenants cannot be evicted for nonpayment of rent that came due during the Local Emergency Period until 12 months following expiration of the Local Emergency Period.

Plaintiff’s effort to evict defendant in this action violates LAMC § 49.99 et seq, because:

1. ☐ Plaintiff seeks to evict defendant for non-payment of rent from January 2023 or earlier, when defendant’s nonpayment arose out of a substantial decrease in household or business income related to the crisis caused by COVID-19 and/or the emergency measures put in place to quell it. Plaintiff was aware that defendant’s non-payment arose out of such circumstances.
 2. ☐ Plaintiff seeks to evict defendant for non-payment of rent from January 2023 or earlier, when defendant’s nonpayment arose out of a substantial increase in household expenses related to the crisis caused by COVID-19 and/or the emergency measures put in place to quell it. Plaintiff was aware that defendant's non-payment arose out of such circumstances.
 3. ☐ The notice demands more rent than owed because plaintiff improperly raised the rent during the rent freeze enacted due to COVID-19. LAMC § 151.32
 4. ☐ This action is based on a no-fault notice to quit served during the Local Emergency Period in violation of LAMC § 49.99.2B.
 5. ☐ The eviction is based on the presence of unauthorized residents during the Local Emergency Period.
 6. ☐ The eviction is based on the presence of pet(s) during the Local Emergency Period.
 7. ☒ Plaintiff failed to provide the required written “Protections Notice” required by LAMC § 49.99(E)(i) within 15 days of the effective date of LAMC § 49.99 et seq, and failed to provide the “Protection Notice” with the notice to pay rent of quit required by LAMC § 49.99(E)(ii), in both English and the language predominantly used by each defendant.
 8. ☐ Plaintiff wrongfully influenced the defendant to pay money obtained through a governmental relief program through fraud, intimidation, or coercion and defendant is owed an offset.
 9. ☐ Plaintiff violated the eviction moratorium by charging or attempting charge late fees and/or interest on unpaid rent during the local emergency period. Defendant is owed an offset for any interest and fees paid.
- B. ☐ The premises at issue in this action are located in the County of _____ and in ☐ the City of _____, California, ☐ an unincorporated area within such County. This action is precluded by one or more local laws governing this action that limited evictions in response to the COVID-19 pandemic. _____ (“the local moratorium”). This action is barred under the local moratorium because of the following reason(s):
1. ☐ This action is based on alleged nonpayment of rent due during the time period set out in the local moratorium during which time defendant was unable to pay rent due to financial impacts related to the COVID-19 pandemic as defined by the local moratorium. Defendant

has complied with any applicable notice and evidence requirements in the local moratorium. Pursuant to the local moratorium, defendant cannot be evicted on the basis of nonpayment of rent

2. ☐ This action is based on an alleged No-Fault Termination of Tenancy or Occupancy (as defined by the local moratorium) during a time period in which such actions are barred by the local moratorium.
 3. ☐ This action is based on a notice served after the date set out in the local moratorium. The local moratorium prohibits unlawful detainer actions that do not correspond to an enumerated exemption. The notice does not sufficiently allege an exemption or set out sufficient facts to state a claim for any exemption of the moratorium. Because plaintiff does not state or meet any such exemption, defendant cannot be evicted on this basis, pursuant to the local moratorium.
 4. ☐ The notice fails to strictly comply with the notice requirements of the local moratorium by including all applicable information and attachments required by the local moratorium. As such, it is void.
 5. ☐ Defendant qualifies for the above protections of the local moratorium because:
 - a. ☐ Defendant qualifies for these protections because defendant was unable to pay rent due to financial impacts related to the COVID-19 pandemic as defined by the local moratorium. Defendant has complied with all applicable notification requirements.
 - b. ☐ Defendant qualifies for these protections because defendant or a member of defendant's household is over the age of 65.
 - c. ☐ Defendant qualifies for these protections because defendant or a household member has a compromised immune system, heart disease, diabetes, or other serious and chronic medical condition that affects the respiratory system.
 - d. ☐ Defendant qualifies for these protections because defendant's household income is below the limitations for the protection as set forth in the local ordinance.
- C. ☒ The premises at issue in this action are in the County of Los Angeles and thus subject to the Resolution and Order issued by the Board of Supervisors on January 25, 2022 (hereafter, "the Resolution"). The subject premises are either in an unincorporated area of the County or in an incorporated City within the County which, defendant is informed and believes, provides lesser protections in this case than does the Resolution. This action is barred under the Resolution because:
1. ☐ This action is based on alleged nonpayment of rent due between March 4, 2020, and May 31, 2022, during which time defendant was unable to pay rent due to Financial Impacts Related to COVID-19, as defined by the Resolution and as to which defendant provided notice and self-certification to the plaintiff to the extent required by the Resolution.
 2. ☐ This action is based on alleged nonpayment of rent due between June 1, 2022, and March 31, 2023, during which time defendant was unable to pay rent due to Financial Impacts Related to COVID-19 as defined by the Resolution, and as to which defendant provided notice and self-certification to the plaintiff to the extent required by the Resolution. Defendant's household income during this period was less than 80% of the Area Median Income for Los Angeles County.
 3. ☐ This action is based on alleged nonpayment of rent (including pass-throughs or other fees) which regard to a rental unit in the unincorporated area of Los Angeles County, which rent included increases between March 4, 2020, and March 31, 2023. The rent demanded by plaintiff was illegal and excessive under the Resolution and a Notice to Pay Rent or Quit including such illegal rent cannot be the basis for eviction of defendant.
 4. ☐ This action is based on an alleged No-Fault Termination of Tenancy or Occupancy (as defined by the Resolution) served before March 31, 2023 OR served on a tenant who utilized

the County's nonpayment of rent protections between July 1, 2022 and March 31, 2023 and is within the repayment window.

5. ☐ This action is based on notice served after July 1, 2021, and before March 31, 2023, alleging a good faith intention by plaintiff to recover possession for the purpose of use by the plaintiff or plaintiff's family for at least 36 consecutive months, but the plaintiff has not met all of the requirements for such action as specified in the Resolution.
6. ☐ This action is based upon defendant's alleged failure to permit plaintiff entry into the property before May 31, 2022. The demand for entry did not comply with the requirements set forth in the Resolution.
7. ☐ This action is based upon defendant's alleged failure to permit plaintiff entry into the property before March 31, 2023. To the extent that defendant did not comply with plaintiff's demand for entry, any such denial was because such demand constituted harassment and did not comply with the requirements of the Resolution.
8. ☐ This action is based upon the alleged presence of unauthorized occupants or pets due to COVID-19 who began residing in the unit on or before January 20, 2023, and Plaintiff failed to serve a 30-day notice to cure or quit.
9. ☐ This action is based upon the alleged presence of unauthorized occupants or pets due to COVID-19 who began residing in the unit on or before January 20, 2023, and is based on a notice served before March 31, 2023.
10. ☐ This action is based upon an alleged nuisance caused by defendants before March 31, 2023. The Resolution prohibits evictions on the basis alleged.
11. ☐ This action is based on alleged nonpayment of rent from between July 1, 2022 and March 31, 2023, but Plaintiff failed to serve a 30-day notice to cure or quit.

CALIFORNIA COVID-19 TENANT RELIEF ACT (AB3088 2020; SB91 2021)

- A. ☐ This action is subject to, and defendant tenant qualifies for, the protections of, the COVID-19 Tenant Relief Act C.C.P. § 1179.01 et seq. which plaintiff violated because:
1. ☐ As to the rent sought pursuant to the notices(s) on which this action is based, defendant delivered to plaintiff one or more declarations of COVID-19 related financial distress. To the extent that the defendant did not do so for a relevant rental period, either plaintiff failed to deliver a blank declaration of COVID-19 related financial distress with the notice to pay rent or quit for that period and/or because of defendant's mistake, inadvertence, surprise or excusable neglect. CCP § 1179.03(h), CCP § 473. As to any such declarations not delivered for the latter reason, defendant is filing a declaration with this answer.
 2. ☐ This action is based on a notice demanding rent during the "protected time period" between March 1, 2020 and August 31, 2020, nonpayment of which cannot be the basis of eviction in this case.
 3. ☐ This action is based on one or more notices demanding payment of COVID-19 rental debt, which notice violated the requirements of CCP § 1179.03 because the notice:
 - a. ☐ was not accompanied by a blank declaration of COVID-19 related financial distress;
 - b. ☐ was not accompanied by a blank declaration of COVID-19 related financial distress in the language in which the rental contract or agreement was negotiated;
 - c. ☐ did not set forth the exact amount of rent demanded and the date on which each amount became due, as required by CCP §1179.03;
 - d. ☐ did not advise defendant that a tenant could not be evicted if the tenant delivered a signed declaration for COVID-19 related financial distress to the plaintiff on or before the date that the notice to pay rent or quit or notice to perform covenants or quit expired;

- e. ☐ did not include that *Notice from the State of California* required at the time the notice was delivered.
 - f. ☐ was not in the form of separate notices pertaining to rent coming due during the protected time period and rent coming due during the transition time period, as required when rent allegedly came due during both time periods, pursuant to CCP § 1179.03(e).
 - g. ☐ demanded more than rent legally due, because the amount demanded includes charges other than unpaid rent, such as late fees or fees for services that were previously free or cost less;
 - h. ☐ demanded rent coming due between March 1, 2020 and September 30, 2021 and did not give defendant the required 15 days either to pay rent or deliver possession.
4. ☐ This action is based on nonpayment of rent that was due as of the dates indicated below, and plaintiff did not, by the required dates set forth below, provide the required NOTICE FROM THE STATE OF CALIFORNIA regarding defendant's rights under the COVID-19 Tenant Relief Act:
- a. ☐ Notice required by September 30, 2020 if rents allegedly owed as of September 1, 2020, CCP § 1179.04(a);
 - b. ☐ Notice required by February 28, 2021 if rents allegedly owed as of February 1, 2020. CCP § 1179.04(b);
 - c. ☐ Notice required by July 31, 2021 if rents allegedly owed as of July 1, 2020. CCP § 1179.04(c);
 - d. ☐ Any of the above notices by any other date or sequence required by law. CCP § 1179.04(e).
5. ☐ This action is based on a notice demanding payment of COVID-19 rental debt that came due during the recovery period between October 1, 2021 and March 31, 2022, which notice was insufficient in a manner that constitutes a complete defense to this action, pursuant to CCP § 1179.10(b)(3), in that the notice:
- a. ☐ did not describe in detail the amount of rent demanded and the date upon which each such rental payment allegedly became due, as required by CCP § 1179.10(a)(2)(A).
 - b. ☐ did not provide the telephone number and internet website address of the pertinent government rental assistance program, as required by CCP § 1179.10(a)(2)(B).
 - c. ☐ did not include that *Important Notice from the State of California* as required by CCP § 1179.10(a)(2)(C).
 - d. ☐ did not provide that information required by CCP § 1179.10(a)(2)(C) in the language in which the lease or rental agreement were negotiated, as required by CCP § 1179.10(a)(2)(D).
6. ☐ This action is filed between October 1, 2021 and March 31, 2022, is based in whole or in part on nonpayment of rent debt that accumulated due to COVID-19 rental hardship, and on information and belief:
- a. ☐ plaintiff did not complete an application to the pertinent government rental assistance program for rental assistance to cover the rental debt demanded in the complaint, as required by CCP § 1170.11(c) (1)(A); and/or
 - b. ☐ plaintiff applied for governmental rental assistance, but the assistance was either not denied or was denied for reasons other than those specified in CCP § 1179.11(c)(1)(B). Defendant did everything requested by plaintiff to further plaintiff's application.