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| ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: FIRM NAME: STREET ADDRESS: CITY: TELEPHONE NO.: EMAIL ADDRESS: ATTORNEY FOR (name): | STATE BAR NUMBER: STATE: ZIP CODE: FAX NO.: | FOR COURT USE ONLY |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME: | | |
| PLAINTIFF: DEFENDANT: <input type="checkbox"/> DOES 1 TO | | |
| COMPLAINT—UNLAWFUL DETAINER* <input type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Amendment Number): | | CASE NUMBER: |
| Jurisdiction (check all that apply): <input type="checkbox"/> ACTION IS A LIMITED CIVIL CASE (amount demanded does not exceed \$35,000) Amount demanded <input type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000 <input type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds \$35,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint (check all that apply): <input type="checkbox"/> from unlawful detainer to general unlimited civil (possession not in issue). <input type="checkbox"/> from limited to unlimited. <input type="checkbox"/> from unlawful detainer to general limited civil (possession not in issue). <input type="checkbox"/> from unlimited to limited. | | |

1. PLAINTIFF (name each):

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):
- a. *The venue is the court named above because defendant named above is in possession of the premises located at (street address, apt. no., 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.

* **NOTE:** Do not use this form for evictions after sale (Code Civ. Proc., § 1161a).

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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 6 (complete (a) or (b))
- 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:

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| (1) <input type="checkbox"/> 3-day notice to pay rent or quit | (5) <input type="checkbox"/> 3-day notice to perform covenants or quit <i>(not applicable if item 7b checked)</i> |
| (2) <input type="checkbox"/> 30-day notice to quit | (6) <input type="checkbox"/> 3-day notice to quit under Civil Code, § 1946.2(c) Prior required notice to perform covenants served (date): |
| (3) <input type="checkbox"/> 60-day notice to quit | |
| (4) <input type="checkbox"/> 3-day notice to quit | (7) <input type="checkbox"/> Other (specify): |

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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, § 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, § 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, § 1946, before using) By sending a copy by certified or registered mail
addressed to defendant on (date):
(5) (Not for residential tenancies; see Civil Code, § 1953, before using) In the manner specified in a written
commercial lease between the parties

b. (Name):
was served on behalf of all defendants who signed a joint written rental agreement.

c. Information about service of notice on the defendants alleged in item 9f is stated in Attachment 10c.

d. Proof of service of the notice in item 9a is attached and labeled Exhibit 3.

11. Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.

12. At the time the 3-day notice to pay rent or quit was served, the amount of **rent due** was \$ _____

13. The fair rental value of the premises is \$ _____ per day.

14. 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.)

15. A written agreement between the parties provides for attorney fees.

16. 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.

17. Other allegations are stated in Attachment 17.

18. Plaintiff accepts the jurisdictional limit, if any, of the court.

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19. PLAINTIFF REQUESTS

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

20. Number of pages attached (specify): _____

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

21. (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: _____
 - b. Street address, city, and zip code: _____
 - c. Telephone no.: _____
 - d. County of registration: _____
 - e. Registration no.: _____
 - f. Expires on (date): _____

Date: _____

(TYPE OR PRINT NAME) _____

(SIGNATURE OF PLAINTIFF OR ATTORNEY) 

VERIFICATION

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

(TYPE OR PRINT NAME) _____

(SIGNATURE OF PLAINTIFF) 