

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: FIRM NAME: STREET ADDRESS: CITY: STATE: ZIP CODE: TELEPHONE NO.: FAX NO.: EMAIL ADDRESS: ATTORNEY FOR (name):	<b>FOR COURT USE ONLY</b>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF</b> STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
PLAINTIFF: DEFENDANT: <input type="checkbox"/> DOES 1 TO	
<b>COMPLAINT—UNLAWFUL DETAINER*</b> <input type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Amendment Number):	CASE NUMBER:
<b>Jurisdiction (check all that apply):</b> <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):
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.

\* 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 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))



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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.)*



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