

alleges causes of action against DEFENDANT (name each):

- * **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 (Civ. 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 (Civ. Code, § 1946.2(b)(1)).
 b. ☐ The tenancy was terminated for no-fault just cause (Civ. 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
 (2) ☐ 30-day notice to quit *(not applicable if item 7b checked)*
 (3) ☐ 60-day notice to quit (7) ☐ 3-day notice to quit under Civil Code, § 1946.2(c). Prior
 (4) ☐ 3-day notice to quit required notice to perform covenants served *(date)*:
 (5) ☐ 30-day notice to vacate under the (8) ☐ Other *(specify)*:
 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. (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)*:
☐ because defendant's residence and usual place of business cannot be ascertained OR
☐ 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 by Landlord 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 15.)*



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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 18.
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 14 from date: for each day that defendants remain in possession through entry of judgment. |
| c. ☐ Past-due rent of \$ | h. ☐ Statutory damages up to \$600 for the conduct alleged in item 15. |
| d. ☐ Reasonable attorney fees. | i. ☐ Other (specify): |
| e. ☐ Forfeiture of the agreement. | |

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 (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