Housing Hotline
Inland Counties Legal Services has a Housing Hotline for low-income eligible clients to receive free legal advice from attorney supervised paralegals. You may be eligible for help.

(951) 368-2570  (888) 455-4257
Monday – Friday  9:00am – 4:00pm

RIVERSIDE BRANCH OFFICE
1040 Iowa Avenue Suite 109
Riverside, CA 92507
(951) 368-2555  (888) 245-4257

INDIO BRANCH OFFICE
82632-C Highway 111
Indio, CA 92201
(760) 342-1591  (800) 226-4257

SAN BERNARDINO BRANCH OFFICE
715 North Arrowhead Avenue Suite 113
San Bernardino, CA 92401
(909) 884-8615  (800) 677-4257

RANCHO CUCAMONGA BRANCH OFFICE
10565 Civic Center Drive Suite 200
Rancho Cucamonga, CA 91730
(909) 980-0982  (800) 977-4257

VICTORVILLE BRANCH OFFICE
14196 Armargosa Road Suite K
Victorville, CA 92392
(760) 241-7073  (888) 805-6455

HOUSING LAW SERVICES CENTER
1040 Iowa Avenue, Suite 109
Riverside, CA 92507
(951) 368-2570  (888) 455-4257

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Inland Counties Legal Services, Inc. (ICLS)

ICLS is a public interest law firm committed to securing justice and quality for low-income persons who otherwise would not have access to the civil judicial system.

Incorporated as a non-profit organization in July, 1958, ICLS provides free legal assistance to eligible clients in landlord/tenant, family law, public health, consumer cases, elder law, education, health, citizenship and other civil law areas.

ICLS receives federal funding from the Legal Services Corporation (LSC); the State Bar of California Legal Services Trust Fund Program IOLTA (Interest on Lawyers’ Trust Account); State of California Equal Access Funds and voluntary “Justice Gap” bar dues; Riverside County Office on Aging (OoA); San Bernardino County Department of Aging and Adult Services (DAAS), San Bernardino County Social Security Income Advocacy Contract, the Department of Housing and Urban Development (HUD), the Legal Aid Society of San Diego (with state and federal funds for healthcare reform education and advocacy), the U.S. Veterans Initiative, the Office of the Attorney General of California from the National Mortgage Fraud Settlement to assist California Consumers and the Mexican Consulate. Seniors’ Legal Services are targeted for persons age 60 and older who are in the “greatest social and economic need.”

To find out if you qualify for free legal assistance, call the ICLS office nearest you. (See the back of this booklet over for a list of offices and telephone numbers). Clients must meet financial and case eligibility guidelines.

Notice to ICLS Clients: If you are denied legal services or are dissatisfied with the manner or quality of services, you have a right to file a complaint. Ask the receptionist for ICLS’s “How to Make a Complaint” notice.

This publication provides general answers to some frequently asked questions about landlord-tenant law in California and is not intended as specific legal advice for any individual problem. It does not deal with all landlord-tenant areas. It does not apply to mobile home landlord-tenant relations. The information is current as of June 2014. Laws regarding landlord-tenant relations are subject to change. Therefore, some statute and case law citations are given so you can find the current law in the law library.

ICLS Private Attorney Involvement Program

Volunteer attorney recruited by local bar associations provide free legal advice and consultation to eligible clients at legal aid clinics. The schedules listed are subject to change. For more information, contact these clinics directly:

- Inland Empire Latino Lawyers Association 951-369-3009
  - MONDAY CLINIC: 12:00 pm
  - FRIDAY CLINIC: 1:00 pm
  - DOMINO CENTER: 1:00 pm

- Legal Aid Society of San Bernardino
  - 909-889-7328 OR TOLL FREE 866-889-7328

- Riverside Legal Aid
  - 951-682-7968

CIVIL, FAMILY LAW, GUARDIANSHIPS & CONSERVATORSHIPS: Call for Appointment

- FAMILY LAW WALK IN: Last Wednesday Monthly: 10:00 am – 2:00 pm
  - 4129 Main St., #101, Riverside

- GUARDIANSHIPS (Monday) & CONSERVATORSHIPS (1st & 3rd Thursday): Court Referrals: Riverside Superior Court, 41002 County Center Dr., #100, Temecula

- GUARDIANSHIPS & CONSERVATORSHIPS: Call for Appointment
  - RLA Clinic at Inland Counties Legal Services, 82632-C Highway 111, Indio

- BANKRUPTCY & FEDERAL CIVIL: Tuesday & Thursday 10:00 am – 2:00 pm
  - U.S. Bankruptcy Courthouse, 3470 12th St., Riverside
1. What are the differences between leases and a month-to-month rental agreements?

When you agree to rent a house or an apartment from the owners, you enter into a landlord-tenant relationship. In a month-to-month agreement, you agree to pay rent monthly with no expiration date. In a lease, you agree to rent for a specific time; such as one year, at the end of which the agreement automatically ends. An agreement can either be oral or written, but all leases for longer than one year must be in writing. These agreements are contracts and either the landlord or the tenant can be held liable for damages for not following the terms of the contract.

TIP – An oral agreement is valid, but you should try to put the agreement in writing to avoid future problems or misunderstandings.

While you may not want the long-term commitment of a lease, a lease gives you protection that a month-to-month rental agreement does not. With a lease, you are assured that you can stay in the residence until the lease ends, as long as you pay the rent on time and follow the terms of the lease. The landlord cannot raise the rent during that time unless the lease states otherwise. In a month-to-month agreement, landlords may terminate your tenancy with just 30 days notice. They do not have to give you a reason (For further details, see section 6, 7, and 17). If you do not move within 30 days notice period, a landlord can evict you. The landlord can also raise the rent, or change the terms of the agreement according to the agreement itself or the provisions of California law.

2. Other types of relationships involving occupants and owners:

HOTELS AND MOTELS

If you are a resident in a hotel or motel, you DO NOT have the rights of a tenant in any of the following situations:

1. You live in a hotel, motel, residence club, or other lodging facility for 30 days or less, and your occupancy is subject to the state’s hotel occupancy tax.
2. You live in a hotel, motel, residence club, or other lodging facility for more than 30 days, but have not paid for all room and related charges owing by the 30th day.
3. You live in a hotel or motel to which the manager has a right of access and control, and all of the following is true:
   • The hotel or motel allows occupancy for periods of fewer than 7 days, and
   • All of the following services are provided for all residents: a fireproof safe for residents’ use; a central telephone service; maid, mail, and room service; and food service provided by a food establishment that is
on or next to the hotel or motel grounds and that is operated in conjunction with the hotel or motel.

If you live in a unit described by either 1, 2, or 3 above, you are not a tenant; you are a guest. Therefore, you don’t have the same rights as a tenant. (See California Civil Code §1940.) The owner can lock out a guest who doesn’t pay his or her room charges on time.

**RESIDENTIAL HOTELS**

You have the legal rights of a tenant IF you are a resident in a residential hotel, which is in fact your primary residence. Residential hotel means any building which contains six or more guest rooms or efficiency units which are designed, used, rented or occupied for sleeping purposes by guests, and which is the primary residence of these guests. (See California Health and Safety Code §50519(b)(1).) In residential hotels, a locking mail receptacle must be provided for each residential unit. (See California Health and Safety Code §17958.3; California Civil Code §1944.1(i).)

The proprietor of a residential hotel cannot require a guest to move or to check out and re-register before the guest has lived there for 30 days, if the proprietor’s purpose is to have the guest maintain transient occupancy status and therefore not gain the legal rights of a tenant. (See California Civil Code §1940.1.) A person who violates this may be punished by $500 civil penalty and may be required to pay the guest’s attorney fees.

**LODGERS**

A lodger is a person who lives in a room in a house where the owner lives. The owner can enter all areas occupied by the lodger and has overall control of the house. Most lodgers have the same rights as tenants except in the following situation:

In the case of a single lodger in a house where there are no other lodgers, the owner can evict the lodger without using formal eviction proceedings. The owner can give the lodger written notice that the lodger cannot continue to use the room. The amount of notice must the same as the number of days between rent payments (for example, 30 days). When the owner has given the lodger proper notice and the time has expired, the lodger has no further right to remain in the owner’s house and may be removed as a trespasser. (See California Civil Code §1946.5; California Penal Code §602.3.)

**TRANSITIONAL HOUSING**

Some tenants are residents of “transitional housing.” Transitional housing provides housing to formerly homeless persons for periods of 30 days to 24 months. Special rules cover the behavior of residents in, and eviction of residents from, transitional housing. (See California Health and Safety Code §§50580-50591.) These rules include allowing a program’s operator to get a temporary restraining order against the program’s participant for abuse or program misconduct. (California Health and Safety Code §§50580-50591.)
SPECIAL RULES FOR MOBILEHOME OWNERS

There are special rules regarding the eviction process involving mobile homes. If you are residing in a mobile home park and pay “space rent”, the “Mobilehome Residency Law” (California Civil Code § 798, et seq.) may apply to you. If this law applies to you, do not rely on the general rules of this landlord tenant booklet. Please consult an attorney.

3. Does a landlord need a business license or certificate of occupancy before he rents out his property to a tenant?

Some cities require a landlord to have a business license and/or certificate of occupancy before he can rent out his property to a tenant. If the landlord doesn’t have a business license and/or certificate of occupancy, then he may not be able to collect rent. However, he may be able to get possession of his property by using the eviction process. Contact the local city clerk’s office for more information to see if he needs a business license or a certificate of occupancy.

4. Can my landlord raise the rent?

In a month-month agreement, the landlord can raise the rent after giving you 30 day written notice. If the rent increase is more than 10% for any one-year period, you must be given sixty (60) days written notice before the rent increase takes effect. That means, if the landlord raises your rent from $450 a month to $505 a month all at once, you must get sixty days notice; or if the landlord raises your rent form $450 a month to $475 a month in June and then raises it again in November to $505, you must get sixty days notice for the increase to take effect in November. (See Cal. Civ. Code §827.)

5. Can a landlord enter my residence?

A landlord can only enter under certain conditions. You have a basic right to privacy that your landlord must respect. Your landlord may enter your home only:

- In an emergency.
- To make necessary or agreed upon repairs, decorations, alteration, or improvements or to supply necessary or agreed services.
- To show the unity to prospective buyers, tenants or workers.
- If you have abandoned or given up the premises.
- As a result of a court order.

Unless it is an emergency or impractical, your landlord must give you reasonable written notice of plans to enter your home and can enter only during normal business hours. Twenty-four hours is usually considered reasonable
notice. If your landlord seriously violates your right to privacy, you may have the basis for a lawsuit. (Cal. Civ. Code §1954.)

6. **Who is responsible for repairs?**

Landlords must keep their building fit for human occupancy. Any conditions that make the rented residence uninhabitable (unfit for human occupancy) are the responsibility of the landlord, except where the tenant has caused the problems. For example, if your family breaks a window, you can ask the landlord to repair it, but you should be prepared to pay for the damage.

A dwelling is “untenantable” if it contains any of the following:

- Contains lead hazards as described in California Health & Safety Code §17920.3 or 17920.10.
- “Substantially lacks” effective waterproofing and weather protection.
- “Substantially lacks” proper plumbing or gas facilities.
- “Substantially lacks” proper hot or cold running water with connection to sewage disposal system.
- “Substantially lacks” floors, stairways, or railings in good repair.
- “Substantially lacks” proper heating facilities.
- “Substantially lacks” lighting or wiring.
- “Substantially lacks” clean grounds or adequate garbage cans.
- “Substantially lacks” operable dead bolts on the entry doors.
- When it’s rented the dwelling has to be clean, with no piles of trash or garbage and no rats, mice, roaches or other pests.

(If the residence contains any of the above-mentioned habitability defects, the landlord must make the necessary repairs, unless the tenant caused the problems. Courts have also stated that the implied warranty of habitability include those items that are basic to decent, safe, and sanitary housing. The issues in an implied warranty of habitability case are whether the premises are habitable, and what the severity of the defect is. (Green v. Superior Court, 10 C3d 616, 111 Cal. Rptr. 704 (1974).)

7. **How do I get my landlord to make repairs?**

If your residence needs serious repairs, there are four options to try to get your landlord to fix the problems. The first is to write your landlord a letter detailing your housing issues. List what repairs need to be made and describe them in detail. Additionally, you should retain a copy of this letter. After writing the letter, you must allow the landlord a reasonable time to repair the issue. There is
no objective definition of what “reasonable time” but the more serious the matter; the less time is afforded to the landlord.

The second option, **which is very important**, is to contact the building inspector, health inspector, or code enforcement about the habitability problems. The inspectors may apply pressure that will force the landlord to fix the problem. Additionally, you will have proof from a governmental agency about the habitability problems that may help you if the landlord sues to evict you. We have included telephone numbers for some local code enforcement agencies at the end of this handbook.

The third option is to make the repairs yourself. If you have serious problems involving the defects described in Question 5, you should:

- Let the landlord know **in writing and by certified mail, preferably**, of the needed repairs and keep a copy. Make sure your landlord knows exactly what is wrong.

- Wait a reasonable amount of time for the repairs to be made. A “reasonable time” depends on the circumstances. If you don’t have heat in a cold month, you only have to wait a day or two, the same with serious plumbing problems or no hot water. The law states that thirty days is presumed to be reasonable. This means that if you wait less than thirty days and the case goes to court, you must prove the shorter wait was reasonable.

- If the landlord does not make the repairs within a reasonable time, you can make them yourself or hire someone to do so. Keep receipts or other records of the costs and then deduct them from a rent payment that is more than thirty days after you notified the landlord you had to make emergency repairs (for example, if you repaired and notified on June 15, you notify again with the July rent and deduct from the August rent).

- The cost you deduct cannot be more than one month’s rent.

- You cannot use this right more than two times in any 12-month period.

- You cannot legally give up your right to repair and deduct (offset the cost), unless you agree with the landlord to do the repairs yourself in exchange for a rent reduction. You must always get any agreement like this in writing, signed by the landlord, to protect yourself. However, this agreement may not be binding if you agreed under pressure in order to rent your dwelling.

The fourth option, **which is very, very risky**, is to withhold rent until the repairs are made. (We do not advise you to withhold rent because of the risks involved.) This can force the landlord to make needed repairs, **but you could be evicted and lose your home.** If the landlord sues to evict you for nonpayment of rent and you cannot prove a breach of the implied warranty of habitability, you may lose. Even if the rent was withheld in good faith, the defense was raised in good faith, and you are now willing to and able to pay rent, these facts may not provide a defense to you being evicted.
You can withhold rent on the grounds that the living conditions are substandard through no fault of your own. The problems must be major (See Question 9 for examples of habitability defects.). You must notify the landlord of the problems, preferably in a letter sent by certified mail, with a return receipt requested, or hand delivered with a witness present. If repairs are not made, you can withhold the rent. **You should put rent money in a separate bank account because you want to show good faith and you will ultimately have to pay all or part of it to the landlord.**

Once you withhold the rent, the landlord can do one of two things. If he or she makes the repairs, you must then pay the rent. If the landlord sues to evict you for not paying your rent, you will have to prove to a judge that the living conditions justify rent withholding.

If you convince the judge that the conditions were serious, the judge may reduce your rent and order that repairs be made. You will be required to pay the reduced amount within a reasonable period of time, not to exceed five days. If you do not pay the reduced amount of rent on time, you will be evicted without another hearing. If you do pay the reduced amount of rent on time, you will be allowed to remain and continue to pay rent at the reduced rate until the repairs are made.

If the judge is not convinced that the living conditions are substandard, the judge will rule in favor of your landlord. You will then be evicted.

You may have the option to withhold the rent even if the problems existed when you moved into the residence, whether you know about them or not. Also, you do not give up your option to withhold the rent even if you put up with the problems for a long time.

Because of the **substantial risks** involved in withholding your rent, **get legal advice before you stop paying your rent.**

**8. Can my landlord retaliate against me for complaining about substandard conditions?**

No. If you complained about the uninhabitable condition of your place (or have given the landlord written notice that he or she must make repairs or you will deduct their cost from your rent), your landlord should not be able to evict you, even with court action, increase your rent, decrease any services, or force you to leave involuntarily within 180 days of your action, if his/her purpose is to get back at you for exercising your rights. You can only use this 180-day protection once in any 12-month period. **Remember, however, your landlord can still sue to evict you.** Your defense can be any of the retaliatory acts discussed here, but these defenses will only protect you if you are **current in your rent!** You must prove (with documents and/or witnesses at trial): (1) that you complained to the landlord at least once in writing, **or** (2) that you complained to a government agency (like Code Enforcement) and that agency came out and inspected your place and cited the landlord for some habitability problems; and
(3) that none of the problems are your fault. This will help you prove that you are being evicted as punishment for complaining.

In addition, it is illegal for the landlord to retaliate or threaten to retaliate against you at any time solely because you lawfully exercised any of your legal rights. In these cases, there is no limit to the number of times you can make use of this protection.

If the landlord has illegally retaliated against you, you may sue him/her. If you win, the landlord could be liable to you for your actual damages (i.e. hotel costs, moving expenses), reasonable attorney’s fees (if either you or the landlord requested these fees at the beginning of the lawsuit), and punitive damages from $100 to $1,000 if the landlord’s retaliation was meant to harass you.

While it is difficult to prove retaliation by your landlord, you cannot be forced to give up your right to raise this defense. If you feel you are the victim of a retaliatory eviction, you should consult an attorney who can provide you with more information about proving your case.

9. Can my landlord demand rent or force me to move when substandard conditions exist?

A landlord may not be able to demand or collect rent, issue a notice of rent increase or issue a 3-Day Notice to Pay or Quit under California Civil Code §1942.4 if you have contacted a code enforcement official and all of the following conditions exist:

a. The dwelling substantially lacks any of the affirmative standard characteristics listed in Section 1941.1 or violates Section 17920.10 of the Health and Safety Code, or is deemed and declared substandard as set forth in Section 17920.3 of the Health and Safety Code because conditions listed in that section exist to an extent that endangers the life, limb, health, property, safety, or welfare of the public or the occupants of the dwelling, and

b. Code Enforcement has notified the landlord of the violation(s), and

c. the violations have not been cured for 35 days following Code Enforcement’s notice to the landlord and the delay is without good cause (Cal. Civ. Code §1942.4.(a)(3).), and

d. the conditions were not caused by an act or omission of the tenant or lessee in violation of Section 1929 or 1941.2.

The landlord may be liable to the tenant for actual damages and special damages from a minimum of $100 to a maximum of $5,000.

10. Can I get some of my rent back if the landlord refuses to repair?

You may be able to get some of your rent back. You can sue the landlord for violation of the implied warranty of habitability. The implied warranty of
habitability is a promise by the landlord to the tenant that the rented unit is fit for human occupancy. The law says that this promise is part of all residential rental agreements and leases made in California, whether or not the landlord expressly made that promise.

You may sue the landlord for a refund of all or part of the rent you paid while living in substandard conditions. This is called “rent abatement.” You can sue in small claims court after sending the landlord a letter demanding a refund. You can also sue in Superior Court. You should consult an attorney before you take any action, including deciding where to file your lawsuit.

11. Does my landlord have to take me to court to make me move?

Yes. Your landlord cannot force you to move by turning off utilities, such as water, electricity, gas, trash or telephone, whether or not the utility is under the landlord’s control. Further, your landlord may not evict you by locking you out, changing the locks, removing outside doors or windows, or removing your personal property from a unit. If this occurs, you may sue your landlord and possibly receive up to $2,000 in punitive damages, plus actual damages and reasonable attorney’s fees.

12. What happens in the eviction process and what rights do tenants have?

PRE-LAWSUIT: “THE NOTICE”

The first step in the eviction process is usually a written notice provided to the tenant by the landlord. The type of notice you will get depends on the reason the landlord claims to have for ending your tenancy.

3-Day Notice to Pay Rent or Quit

If you are behind in your rent, the landlord can give you a written “Three-Day Notice to Pay Rent or Quit” (hereinafter “Notice”). The Notice must identify the amount of rent that is in dispute. No additional fees can be included. The Notice must provide you with the name, address and telephone number of a person to whom the rent can be paid and the days and hours during which you can pay the rent; or the notice must give you the number of a bank or other “financial institution” where the rent can be paid and that place cannot be more than five miles from your home; or the Notice must provide some way you can make an electronic funds transfer to pay your rent. (Code of Civil Procedure, hereinafter “CCP, §1161.(2).”)

3-Day Notice to Cure Covenant or Quit

If you have failed to follow a rule in your rental agreement, the landlord can give you a written three-day “Notice to Cure Covenant or Quit”. Failure to follow any rule in the rental agreement could be the basis for your landlord to serve you with this type of notice. (CCP §1161.(3).)
3-Day Notice to Quit

If the landlord claims that you have committed “waste”, caused a “nuisance”, or used the property for an unlawful purpose, the landlord can serve you with a three-day “Notice to Quit”. Common examples would include, not taking proper care of the rental property, playing excessively loud music, or committing a crime on the property. (CCP, §1161.(4).)

30-Day Notice to Quit

In California, a landlord may always ask for their property back. If you do not have a lease for a specified period of time and you have lived in the rental property less than a year, the landlord must give you a written 30-day notice to quit. (Cal. Civ. Code §1946.1.)

60-Day Notice to Quit

As stated above, in California a landlord may always ask for their property back. If you do not have a lease for a specified period of time and you have lived in the rental property more than a year, the landlord must give you a written 60-day notice to quit. (Cal. Civ. Code §1946.1.)

90-Day Notice to Quit

In response to the foreclosure crisis, the California legislature enacted special protections for renters living in a rental unit that was foreclosed upon. (CCP § 1161b.) The new rule provides that, if you are a tenant, without a fixed term lease, you are entitled to a 90-day notice as long as your rental agreement was in effect prior to the property being sold in foreclosure.

If you are a tenant with a fixed term lease, you are entitled to have the terms of the lease honored unless your lease falls into one of these four exceptions:

1. The purchaser of the property intends to live in the house as a primary residence,
2. The tenant in the lease is the mortgagor or the child, spouse or parent of the mortgagor,
3. The lease was not an “arms-length-transaction,” or,
4. The rent is substantially less than fair market rent.

If your lease falls into one of the four exceptions, then you are entitled to the 90-day Notice.

ADDITIONAL RULES REGARDING NOTICES

- If at the end of a fixed-term lease, the tenant holds over without permission, the landlord need not provide any notice prior to filing an action in unlawful detainer. However, if the landlord accepts rent from the holdover tenant, this creates a month-month or periodic tenancy, which will then require the landlord to provide the appropriate written Notice to quit.
There are special rules that apply to individuals who pay their rent on a weekly basis. If this applies to you, speak to an attorney about these special rules.

The Notice must set forth an unequivocal demand for possession of the premises. (Cal. Civ. Proc. Code §1161.) The landlord may obtain a provision in an unlawful detainer judgment declaring the lease forfeited, if the Notice to pay rent or quit stated the landlord’s election to declare a forfeiture. (Neuhas v. Norgard, 140 Cal. App. 735, 738, 35 P. 2d 1039 (1934).)

The Notice cannot demand more rent than is actually due. However, the landlord can give you a Notice for owing as little as 50 cents. If you fail to pay even a tiny amount of rent that is past due you can be evicted.

The Notice cannot demand rent that was owed for more than a year before the date of the notice.

If you remain in the premises after the notice expires, or after expiration of a fixed-term lease, the landlord can file a lawsuit to evict you.

**SPECIAL RULES FOR SECTION 8 RECIPIENTS**

If you are in the first year of your tenancy using Section 8 housing assistance, the landlord must have “good cause” to terminate your lease. Each of the 3-day notices described above are notices for “good cause”. After your first year of tenancy, the normal landlord tenant rules apply to you. The normal rules are the 30, 60-day, and now 90-day notices described above.

**SPECIAL RULES FOR MOBILEHOME OWNERS**

There are special rules regarding the eviction process involving mobile homes. If you are residing in a mobile home park and pay “space rent”, the “Mobilehome Residency Law” (California Civil Code § 798, et seq.) may apply to you. If this law applies to you, do not rely on the general rules of this landlord tenant booklet. Please consult an attorney.
Below is an example of a 3-Day Notice.

**3-DAY NOTICE TO PAY RENT OR QUIT**

<table>
<thead>
<tr>
<th>Plaintiff(s)</th>
<th>Owner(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>VS.</td>
<td>Tenant(s)</td>
</tr>
<tr>
<td>Defendant(s)</td>
<td>and Does 1 to 10 inclusive</td>
</tr>
</tbody>
</table>

TO the above named TENANTS/RESIDENTS AND ALL OTHERS IN POSSESSION. PLEASE TAKE NOTICE, that you are jointly indebted to the owner of the herein described premises; and notice is hereby given that pursuant to the lease and/or rental agreement under which you hold possession there is now due, unpaid and delinquent rent.

The total amount owing represents rent due for the following period(s).

- From _______ to _______ $______
- From _______ to _______ $______
- From _______ to _______ $______
- From _______ to _______ $______

Total Rent Now Due $______

WITHIN THREE (3) DAYS after service on you of this notice, you are hereby required to pay the amount of the above stated rent in full OR quit the subject premises, move out, and deliver up possession to the owner and/or his authorized agent. **No personal checks will be accepted.**

PLEASE TAKE FURTHER NOTICE that unless you pay the rent in full OR vacate the premises WITHIN THREE (3) DAYS as required by this notice, that the undersigned does hereby elect to declare forfeiture of your lease or rental agreement and institute legal proceedings for an unlawful detainer against you to recover possession of the premises plus court costs, attorney fees, and THREE TIMES THE AMOUNT OF RENT AND DAMAGES due as provided for by California law.

The premises herein referred to which you hold and/or occupied by you are:

<table>
<thead>
<tr>
<th>Address</th>
<th>Apartment or Suite No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City:</td>
<td>State:</td>
</tr>
<tr>
<td>County:</td>
<td>Zip:</td>
</tr>
</tbody>
</table>

**Location to pay rent:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>City, State, Zip</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>PersonAuthorizedTOt give NOTICE</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**PROOF OF SERVICE**

I, the undersigned, being at least 18 years of age, declare under penalty of perjury that I served the above notice, of which this is a true copy, on the following tenant(s) in possession in the manner(s) indicated below:

- On __________, I handed the notice to the tenant(s) __________ personally.
- On __________, after attempting personal service, I handed the notice to a person of suitable age and discretion at the residence/business of the tenant(s), and I deposited a true copy in the U.S. Mail, in a sealed envelope with postage fully prepaid, addressed to the tenant(s) at his/her place of residence (date mailed, if different: ____________).

Executed on ____________.

Served by ____________.
The Lawsuit’s Paperwork

Image of a Complaint

Complaint

[Form: UD-100]

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

TELEPHONE NO.: 

E-MAIL ADDRESS (Optional):

SUPERIOR COURT OF CALIFORNIA, COUNTY OF 
STREET ADDRESS: 
MAILING ADDRESS: 
CITY AND ZIP CODE: 
BRANCH NAME: 

PLAINTIFF:

DEFENDANT:

[ ] DOES 1 TO 

COMPLAINT — UNLAWFUL DETAINER

COMPLAINT AMENDED COMPLAINT (Amendment Number):

CASE NUMBER:

Jurisdiction (check all that apply):

[ ] ACTION IS A LIMITED CIVIL CASE 
Amount demanded 

[ ] does not exceed $10,000

[ ] exceeds $10,000 but does not exceed $25,000

[ ] ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds $25,000)

[ ] ACTION IS RECLASSIFIED by this amended complaint or cross-complaint (check all that apply):

[ ] from unlawful detainer to general unlimited civil (possession not in issue)

[ ] from unlawful detainer to general unlimited civil (possession not in issue) 
[ ] from limited to unlimited

[ ] 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. Defendant named above is in possession of the premises located at (street address, apt. no., city, zip code, and county):

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.

6. a. On or about (date): [ ] defendant (name each):

[ ] agreed to rent the premises as a [ ] month-to-month tenancy [ ] other tenancy (specify):

[ ] agreed to pay rent of $ payable [ ] monthly [ ] other (specify frequency):

[ ] 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):

*NOTE: Do not use this form for evictions after sale (Code Civ. Proc., § 1161a).
6. a. The defendants not named in item 6a are:
   (1) subtenants,
   (2) assignees,
   (3) other (specify):
   b. The agreement was later changed as follows (specify):
   c. 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.)
   d. (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)).
   e. 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 (4) 3-day notice to perform covenants or quit
   (2) 30-day notice to quit (5) 3-day notice to quit
   (3) 60-day notice to quit (6) Other (specify):
   b. (1) On (date): the period stated in the notice 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., § 1196.)
   f. One or more defendants were served (1) with a different notice, (2) on a different date, or (3) in a different manner, as stated in Attachment 8c. (Check item 8c and attach a statement providing the information required by items 7a–c and 8 for each defendant.)

8. a. The notice in item 7a was served on the defendant named in item 7a 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 reading 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 7 is stated in Attachment 8c.
   d. Proof of service of the notices in item 7a is attached and labeled Exhibit 3.

COMPLAINT—UNLAWFUL DETAINER
If you are sued, you will receive a Summons and Complaint for Unlawful Detainer, the “Eviction Papers.” You must be legally and properly served. The Summons will inform you that you have five (5) CALENDAR days (not business days) to file a written response. Do not count the day you were served and do not count court holidays (DO count Saturday and Sunday); start counting the day after you were served. If the fifth day falls on a day the court is closed, the last day in which to file a response will be the next day the court is open. For
example, if you were served with the unlawful detainer complaint as indicated in the chart that follows, the last day to respond would be:

<table>
<thead>
<tr>
<th>Complaint Served on You</th>
<th>Last Day to Respond*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday</td>
<td>Monday, unless it’s a court holiday</td>
</tr>
<tr>
<td>Tuesday</td>
<td>Monday, unless it’s a court holiday</td>
</tr>
<tr>
<td>Wednesday</td>
<td>Monday, unless it’s a court holiday</td>
</tr>
<tr>
<td>Thursday</td>
<td>Tuesday, unless it’s a court holiday</td>
</tr>
<tr>
<td>Friday</td>
<td>Wednesday, unless it’s a court holiday</td>
</tr>
<tr>
<td>Saturday</td>
<td>Thursday, unless it’s a court holiday</td>
</tr>
<tr>
<td>Sunday</td>
<td>Friday, unless it’s a court holiday</td>
</tr>
</tbody>
</table>

*If the last day falls on a holiday, please contact your local legal services office for additional information.

If you got your summons and unlawful detainer complaint only because they were posted on your door, then you may have more time to answer. However, it is very risky to wait and you should file your answer as soon as possible. **DO NOT WAIT TO FILE YOUR ANSWER.** Contact your local legal services office if this is your situation.

Note: Look out for the following in the complaint, when preparing your answer for an Unlawful Detainer:

1. The correct spelling of your name
2. Your address
3. The opposing party’s information (Name, address)
4. The amount of rent
5. The type of lease
6. The amount of rent owed. (fees cannot be included)
7. Type of 3-Day Notice service
8. Date of the 3-Day Notice service
1. Defendant (each defendant for whom this answer is filed must be named and must sign this answer unless his or her attorney signs):  
   
   2. Check ONLY ONE of the next two boxes:  
   a. ☐ Defendant generally denies each statement of the complaint. (Do not check this box if the complaint demands more than $1,000.)  
   b. ☐ Defendant admits that all of the statements of the complaint are true EXCEPT:  
      (1) Defendant claims the following statements of the complaint are false (state paragraph numbers from the complaint or explain below or on an Item MC-026): ☐ Explanation is on 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 on Form MC-025): ☐ Explanation is on MC-025, titled as Attachment 2b(2).  
   
   3. AFFIRMATIVE DEFENSES (NOTE: For each box checked, you must state brief facts to support it in Item 3k (top of page 2).)  
   a. ☐ Nonpayment of rent only) Plaintiff 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): (Also, briefly state in Item 3k the facts showing violation of the ordinance.)  
   h. ☐ Plaintiff accepted rent from defendant to cover a period of time after the date the notice to quit expired.  
   i. ☐ Plaintiff seeks to evict defendant based on acts against defendant or a member of defendant’s household that constitute domestic violence, sexual assault, or stalking. (A temporary restraining order, protective order, or police report not more than 180 days old is required naming you or your household member as the protected party or a victim of these crimes.)  
   j. ☐ Other affirmative defenses are stated in Item 3k.
3. AFFIRMATIVE DEFENSES (contd)
   k. Facts supporting affirmative defenses checked above (identify facts for each item by its letter from page 1 below or on form MC-025):
      □ Description of facts is on MC-025, titled as Attachment 3k.

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 on form MC-026):
      □ Explanation is on MC-025, titled as Attachment 4b.
   c. □ Other (specify below or on form MC-025 in attachment):
      □ Other statements are on 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-026):
      □ All other requests are stated on MC-025, titled as Attachment 5e.

6. Number of pages attached: ________

7. UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code §§ 6490—6415)
   a. Assistan's name:
   b. Telephone No.:
   c. Street address, city, and zip code:
   d. County of registration:
   e. Registration No.:
   f. Expires on (date):

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

   [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]

   ANSWER—UNLAWFUL DETAINER

Your response usually must be typewritten (although courts must allow a response which is neatly printed in black ink) and in proper legal form. If you do not file a response, the landlord will take your default and the court will give him or her a judgment against you. You and your family will have to move, often in a matter of days. Please note that the landlord will be identified as “Plaintiff” and you as the tenant will be identified as “Defendant.” However,
sometimes another entity, such as a property management company or a corporation, may be identified as the “Plaintiff.” You need to verify that the “Plaintiff” is the actual owner or authorized agent to obtain possession of the property. You can look up that information by going to the county recorder’s office.

**TIP – Even if you are a day late, you should take your papers to the Clerk’s Office. The answer will be accepted as long as the landlord’s request to enter your default was not received first.**

Courts collect a filing fee from each person in a lawsuit at the time that court papers are filed by that person. If you cannot afford to pay the filing fee you must request that the fee be waived. Ask the clerk for the two court forms called, “Request to Waive Court Fees” and “Order on Court Fee Waiver.” Be prepared to prove you are a low income family.

After you file your written response, the landlord will request a trial date. The trial must be at least ten (10) days after you file your answer and within twenty (20) days after the request is made. Eviction cases have priority over every other case on the trial calendar, except criminal matters.

**THE TRIAL**

In preparation for your trial, you should collect and bring to court the following:

- Copies of your lease or rental agreement, rent receipts, canceled checks, other receipts.
- Copies of written complaints to the landlord regarding the condition of the premises.
- Copies of written complaints made to the governmental agencies.
- Copies of reports made by government agencies concerning your complaint.
- Witnesses with *personal* knowledge of facts.
- Photos and other physical evidence.

Arrive at the courtroom at least 40 minutes early on the day of trial. You will lose your day in court if you are even a little late. Check in with the bailiff or court clerk; they usually won’t ask who you are because there are often spectators in court. Do not leave the courtroom after you have checked in.

When your case is called for trial, Plaintiff and his/her witnesses will testify first before the judge. After the landlord testifies you may ask him or her questions, your questions should be short and to the point. After Plaintiff has finished, you will then be permitted to testify. Your will also be permitted to have witnesses testify on your behalf. Your Plaintiff will be allowed to ask questions of you and your witnesses.

Your testimony should cover your legal defenses. To determine what your legal defenses are, you should consult an attorney. Legal defenses include: substandard conditions (which the landlord refuses to repair); retaliation; discrimination; an improper eviction notice; failure to give the tenant credit for
repairs made after notice to the landlord; payment of rent when the landlord says
you didn’t pay; and many others. Evidence can include photographs, letters,
receipts, or other documents, as long as you can verify their truthfulness. A
judge will not look at letters or statements.

The judge will decide either in court or afterwards. If the judge does not decide
before you leave, you will receive the decision in the mail.

Both you and the landlord can have an attorney represent you in court. The
court, however, will not appoint an attorney to represent you in court. You
should consult with an attorney before you prepare your papers and go to court.
The attorney will be able to tell you what your legal defenses are and what to
expect from the eviction process.

If you do not speak or understand English well, you should bring a friend to
interpret for you. The court will not provide you with an interpreter.

You can also reach a deal, usually called a “stipulated judgment” or
“stipulation” with the landlord about your case that gives you time to move out,
and/or resolves other issues. However, if you decide to resolve your dispute with
a deal, you must include in writing what you want to exclude and resolve any
other issues or questions in another court. If you do not spell out what other
issues can be resolved in other courts or forums, the deal may stop you from
raising those issues in other courts.

A deal, “stipulated judgment” normally concludes or determines all matters
put into issue by the pleadings, such as who owns the property, unless the parties
agree to restrict its scope by expressly withdrawing an issue, such as who owns
the property, from that judgment. (Malkoskie v. Option One Mortgage
Corporation, 188 Cal. App. 4th 968, 970, 115 Cal. Rptr. 3d 821 (2010).)

**TIP –** When you are negotiating with Plaintiff’s attorney to reach a deal in
your case, you must remember that Plaintiff’s attorney is looking after his
client’s interests. You must carefully evaluate what Plaintiff’s attorney tells
you about your case and your evidence. Be cautious and remember to point
out to Plaintiff’s attorney any weaknesses in his case when you are
negotiating any deals.

**TIP –** It is usually in your best interest to reach a stipulated judgment if at all
possible. Try to talk to the landlord’s attorney before the trial, especially if you
do not have a viable defense. Most attorneys try to resolve their cases
informally. If you reach a stipulation, California law states the case cannot be
reported as an eviction to any credit reporting agency. Civil Code Section
1786.18 states: “(a) Except as authorized under subdivision (b), an
investigative consumer reporting agency may not make or furnish any
investigative consumer report containing any of the following items of
information: . . . (4) Unlawful detainer actions where the defendant was the
prevailing party or where the action is resolved by settlement agreement.” If
you go to trial and lose, then the UD will be reported to credit reporting
agencies. You should ask to have the language of CC 1786.16(a)(4) placed in
the stipulation for good measure.
AFTER TRIAL

If you lose, you will receive a Notice to Vacate from the Sheriff’s office. The notice will clearly state the date and time you have to move. Generally, once the notice is posted, you will only have five (5) days to move. If you do not move, you will be locked out by the Sheriff. The Sheriff will not wait for you to remove your personal belongings at that time. Therefore, it is very important for you to remove all your furniture and personal property before the Sheriff locks you out. **You must leave peaceably when the Sheriff directs you to leave or you might be subject to arrest.**

13. **If my landlord sues to evict me, can I counter-sue?**

No. The law does not permit tenants to file a cross-complaint, which is to counter-sue, in unlawful detainer cases. Unlawful detainer proceedings are designed to resolve landlord-tenant disputes as quickly as possible. If you believe that you have a claim against the landlord you must file a separate lawsuit.

14. **What if I move before trial?**

If you move during the period of the notice and the landlord files the Unlawful Detainer anyway, or you move after you have been served with the unlawful detainer complaint but before trial there may be no unlawful detainer trial but you still must file your answer and attend all court dates. The unlawful detainer becomes an ordinary civil lawsuit and you can ask the judge for a continuance. The judge must give you a continuance so you can file a cross-complaint against the landlord for money you claim he/she owes you or for rent abatement for habitability problems, or for other problems you have had. Make yourself very clear and have proof that you moved before the trial date, such as a receipt for the keys or proof that you mailed the keys to the landlord. (Cal. Civ. Code §1952.3.) File a Notice of Change of Address with the court. Contact the opposing party before trial; it may defeat an argument for costs.

15. **Can I appeal if my landlord wins an eviction case against me?**

Yes. An appeal is a request for a higher court to review a lower court’s decision. The higher court will review what happened in the case. To appeal, you must file a Notice of Appeal on time and comply with other court rules. Generally, an appeal must be filed within the earlier of thirty days after the clerk mails a Notice of Entry of Judgment or 90 days after of entry of judgment.

An appeal by itself will not stop the eviction. To stop the eviction, you must file a Request for Stay Pending Appeal with the trial court. In order to have a stay granted, the judge must be convinced that you will suffer extreme hardship without a stay and that a stay will not severely harm your landlord. If granted, you must pay your rent to the court as it becomes due.
16. Can the Sheriff evict me if my name is not on the Notice to Vacate?

The answer depends on whether or not the Plaintiff (landlord) attached a Prejudgment Claim of Right to Possession to the Summons and Complaint that was served on the persons living in your residence.

If you are a person living in a house or apartment where an Unlawful Detainer Summons and Complaint have been served and you are not named AND there is a **PREJUDGMENT CLAIM OF RIGHT TO POSSESSION** (hereinafter “Prejudgment Claim”) attached to the Summons and Complaint, you have a decision to make. If you fill out the Prejudgment Claim and file it at the court (you must pay the filing fee and have your answer prepared and ready to file also), your name will be added to the lawsuit, and, if you all lose, you will be locked out when the other, named, tenants are locked out by the Sheriff. You will then have a judgment against you, the plaintiff may hold you responsible for some or all of the money damages and your name may be placed on a list that landlords use in deciding whether or not to rent to a person. It will also come up on your credit report if you lose.

If you do nothing and do not file a Prejudgment Claim, you cannot file a Claim of Possession form or Motion for Stay of Execution after you get the Sheriff’s notice to vacate. You will need to move out of your house or apartment before the date of the Sheriff’s notice to vacate. There is one exception to this rule, if the rental unit you are living in was foreclosed upon, you may file a post-judgment “claim of right to possession” even though the original summons and complaint was served with a “prejudgment claim of right to possession.” (CCP § 415.46(c)(d)).

If there is no Prejudgment Claim attached to the Summons and Complaint and your housemates do not file an answer or they lose at trial, the Notice to Vacate will have a Claim of Right to Possession attached. You have the same decision to make as above.

Unless you really don’t care about having a judgment against you and having your ability to rent a new home for the next seven to ten years endangered, generally it is not advisable to complete and file either the Prejudgment Claim or the [post-judgment] Claim. It is much safer to move as soon as possible. You may wish to consult an attorney.

To file a Prejudgment Claim of Right to Possession or Claim of Right to Possession, you must:

- Have an independent right to live in the residence. You can file if you are a tenant, subtenant, or a co-tenant. You may not file if you are a guest of the tenant, a trespasser, or someone who has no legal claim to possession.
- Not be named in the lawsuit or Notice to Vacate.
- Be age 18 or older.
The court will hold a hearing within five (5) days after the claim is filed, unless you pay fifteen (15) days’ rent to the court, in which case the hearing will be held between five (5) and fifteen (15) days after the claim is filed.

If you do not attend the hearing, the claim will be denied. If you do go to court, be prepared to prove that you have a legal claim of possession. Because the hearing involves complicated legal issues, you should try to obtain legal advice before the hearing is held and you should definitely bring with you evidence documenting your claim to possession such as the rental agreement or lease, rent receipts, letters to you from your landlord, and bills or letters from friends addressed to you at the present address.

If the judge grants your claim, the case will be set for trial and you may receive another eviction notice. At the trial, it will be determined whether or not the landlord can evict you. If the judge denies your claim, the judge will order that you be evicted within five (5) days; you will not have a trial. However, if you paid rent into the court, you may be entitled to a partial refund. You should ask the judge at the time of the hearing how much of a refund you are due.

17. Can I get my belongings back after I have been evicted?

Yes, but the landlord can collect a storage fee. You have the right to obtain your personal property any time up to fifteen (15) days after you have been evicted. You must ask the landlord in writing to let you in to your former home and make arrangements with him as to the day and time. Your landlord may require you to pay a fair storage fee, which is usually considered to be the daily rental value of the premises. If you have not removed your personal property after you have been evicted, the landlord can sell the personal property after giving you written notice. The landlord may simply dispose of the property if he can legitimately claim it had a total value of less than $700.00. (Cal. Civ. Code § 1988a.)

However, the landlord cannot make you pay back rent or the amount of the judgment in order to get your personal property back.

**TIP** – *If you cannot move everything, take your important belongings before the Sheriff locks you out. Safeguard the things you cannot replace (important documents and photos).*

18. Do I owe rent if I don’t give notice of my plans far enough in advance of moving?

Yes. You must always give written notice of your plans to move. Oral notice is not sufficiently legal even if you have an oral rental agreement. If you don’t give proper written notice, you may have to pay additional rent. Normally, if you pay rent once a month, you must give your landlord a written notice thirty days in advance of your move. However, it is possible for you and your landlord, at the
time you move in, to agree to a shorter notice period as long as it is at least seven days.

Your notice to move does not have to match a day that rent is due. You can pay rent on June 1\textsuperscript{st}, give thirty (30) days’ notice on June 10\textsuperscript{th}, and move out on July 10\textsuperscript{th}. Of course, you still have to pay the first 10 days’ rent for July. You have to pay for every additional day you remain on the premises.

\textbf{TIP – If you move out earlier than your notice states and your rent is paid through the end of your notice, and your landlord re-lets the home before the end of your notice period expires, try to arrange with your landlord for a refund of the double rent. He or she is not obligated to do so, but you can ask.}

Remember, if you have a lease, you must stay until it expires. You may be allowed to turn your lease over to someone else (the law calls this an “assignment” or “subletting”), but you should obtain legal advice before you assign your lease over to someone else.

Have an attorney read your lease and advise you if this is permitted. If you move out early, you may be sued by your landlord for all or part of the rent for the rest of the lease.

If you give your landlord notice and then change your mind, the landlord does not have to let you stay. However, if the landlord accepts your rent after the notice expires, you are allowed to stay. If the landlord agrees to let you stay, you should get that in writing even if you paid rent past your planned move-out date.

\textbf{19. How do I get my deposit back?}

If you do not owe the landlord any rent and you leave the residence clean and undamaged, you are probably entitled to a full refund. The landlord can use your deposit to cover unpaid rent, to repair extraordinary damages caused by you or to clean the residence after you move. The landlord cannot use your security deposit to repair routine damages commonly known as “ordinary wear and tear.”

When you move out, whether voluntarily or because you have been evicted, you should always (1) get a receipt for the keys you have returned, and (2) give the landlord a letter requesting the full return of your security deposit. Be sure to keep a copy of both of these documents for your records. Within twenty-one (21) days after you move, the landlord must refund your whole deposit or provide you with an itemized written explanation of how the landlord spent your deposit and a refund of the balance. Your lease or written rental agreement may give the landlord less than three weeks in which to return or account for your deposit. Many agreements made before 1994 gave the landlord only two weeks.

\textbf{TIP – Remember to give your new address to the landlord when you move so the landlord can account for and return the security deposit. If you do not wish to provide your address, use a post office box or a friend’s address.}

The law is very clear: if the landlord does not refund your deposit or give you an accounting within twenty-one (21) days, he or she must refund your entire
security deposit. Also, if you believe you can prove the landlord kept too much of your deposit, you may sue in Small Claims Court or Superior Court. In Small Claims Court you do not need a lawyer, the filing fee is small, and it is informal and fairly quick.

In Small Claims Court, you **cannot** appeal if you lose; the landlord **can** appeal if you win. Before suing, you must send a letter to the landlord demanding that the deposit be refunded. Send it certified mail, return receipt requested; it’s worth the small amount of money. Keep a copy of the letter with the mail receipt and receipt card when it comes back. If the landlord refuses to refund the deposit, you can sue. At court, the landlord must prove that he or she was justified in keeping your deposit.

A landlord who, in bad faith, claims or retains any portion of the tenant’s deposit in violation of Cal. Civ. Code §1950.5, may be subject to statutory damages of up to twice the amount of the security in addition to actual damages. (Cal. Civ. Code §1950.5(l)).

Some other facts about security deposits:

- “Cleaning fees” and deposits for “last month’s rent” are treated the same as security deposits.
- Any lease or rental agreement provision that says a security deposit is “non-refundable” is illegal.
- Normally if you rent an unfurnished place, your landlord cannot require you to pay more than two months rent for a deposit. If you rent a furnished place, you cannot be required to pay more than three months rent as a deposit.
- If your landlord sells the rental unit while you are living there, the landlord must, within a reasonable amount of time, do one of two things:
  - Deduct any proper amounts from the deposit and transfer the rest to the new landlord and notify you by personal delivery or certified mail of the transfer and the new landlord’s name, address and telephone number; or
  - Return your deposit to you, minus any lawful deduction.

**TIP – Before you move into your new residence, you and your landlord should check it together and fill out a checklist describing its conditions. When you move out, the two of you can go through the list again and note any changes. Before you move out, ask witnesses to see the condition of the residence. You may also take photographs or a videotape.**

**20. Can a landlord discriminate against certain kinds of tenants?**

A landlord cannot discriminate against tenants on the grounds of race, color, religion, national origin, ancestry, sex, marital status or sexual orientation or on the grounds that the tenant is medically or mentally disabled.
Additionally, the California Supreme Court has prohibited discrimination against children or families with children. While there may be exceptions, such as some mobile home parks or senior citizen housing projects, the general rule in California is that “adults only” rental housing is illegal. Families can no longer be denied rental housing because they have children.

21. Where can I get help with a landlord-tenant problem?

You should telephone Inland Counties Legal Services’ Housing Hotline or one of the Pro Bono Attorney Programs listed at the back of this publication. These organizations all provide free legal services but have limited resources. They try to give everyone some help, but cannot always do so.

If you pay someone for help with an eviction, be cautious of persons who claim that they can stop an eviction or delay it for many months. If their claims sound too good to be true, they probably are. Some “paralegals” have filed bankruptcy petitions for tenants without the tenants’ knowledge. When seeking help, be sure that you understand what you are paying for.

Non-attorneys who help with unlawful detainer cases for pay must register with the County Clerk and post a bond. Their registration number must appear on all advertisements, documents, and they must provide you with a written contract. Failure by the preparer to follow these rules is a crime.

22. Other Resources

At a county law library you can look up the codes and cases mentioned in this publication. Ask the librarian for help. For other information on landlord-tenant law, read:

- Moskovitz and other, California Eviction Defense Manual, 2nd Ed. (California Continuing Education of the Bar, 1994).
- Terry Friedman and others, California Practice Guide: Landlord/Tenant (The Rutter Group)
## Code Enforcement Contacts - Riverside County and Cities

<table>
<thead>
<tr>
<th>RIVERSIDE COUNTY</th>
</tr>
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<tbody>
<tr>
<td>Serving Unincorporated Areas Within the County and Cities Without Code Enforcement of its own.</td>
</tr>
<tr>
<td>951-955-2004</td>
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<table>
<thead>
<tr>
<th>City</th>
<th>Contact Information</th>
</tr>
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<tbody>
<tr>
<td><strong>Banning</strong></td>
<td>Contact Riverside County Code Enforcement</td>
</tr>
<tr>
<td><strong>Beaumont</strong></td>
<td>951-572-3234</td>
</tr>
<tr>
<td><strong>Blythe</strong></td>
<td>Contact Riverside County Code Enforcement</td>
</tr>
<tr>
<td><strong>Calimesa</strong></td>
<td>909-795-9801</td>
</tr>
<tr>
<td><strong>Canyon Lake</strong></td>
<td>Contact Riverside County Code Enforcement</td>
</tr>
<tr>
<td><strong>Cathedral City</strong></td>
<td>Contact Riverside County Code Enforcement</td>
</tr>
<tr>
<td><strong>Coachella</strong></td>
<td>760-398-4978</td>
</tr>
<tr>
<td><strong>Corona</strong></td>
<td>Contact Riverside County Code Enforcement</td>
</tr>
<tr>
<td><strong>Desert Hot Springs</strong></td>
<td>760-329-6411, x 266</td>
</tr>
<tr>
<td><strong>Hemet</strong></td>
<td>951-765-2339</td>
</tr>
<tr>
<td><strong>Indian Wells</strong></td>
<td>760-342-8287, 888-343-9399</td>
</tr>
<tr>
<td><strong>Indio</strong></td>
<td>760-391-4123</td>
</tr>
<tr>
<td><strong>Lake Elsinore</strong></td>
<td>951-674-3124</td>
</tr>
<tr>
<td><strong>La Quinta</strong></td>
<td>760-777-7050</td>
</tr>
<tr>
<td><strong>Menifee</strong></td>
<td>951-672-6777</td>
</tr>
<tr>
<td><strong>Moreno Valley</strong></td>
<td>Contact Riverside County Code Enforcement</td>
</tr>
<tr>
<td><strong>Murrieta</strong></td>
<td>951-461-6330</td>
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<tr>
<td><strong>Norco</strong></td>
<td>Contact Riverside County Code Enforcement</td>
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<tr>
<td><strong>Palm Desert</strong></td>
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<tr>
<td><strong>Palm Springs</strong></td>
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<tr>
<td><strong>Perris</strong></td>
<td>Contact Riverside County Code Enforcement</td>
</tr>
<tr>
<td><strong>Rancho Mirage</strong></td>
<td>760-770-3220</td>
</tr>
<tr>
<td><strong>Riverside</strong></td>
<td>951-826-5633</td>
</tr>
<tr>
<td><strong>San Jacinto</strong></td>
<td>951-537-6382</td>
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<tr>
<td><strong>Temecula</strong></td>
<td>951-302-4144</td>
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<tr>
<td><strong>Wildomar</strong></td>
<td>951-677-7751</td>
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<td>Contact Information</td>
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<td><strong>SAN BERNARDINO COUNTY</strong></td>
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<tr>
<td>Adelanto</td>
<td>760-246-230</td>
</tr>
<tr>
<td>Apple Valley</td>
<td>760-240-7000, x 7560</td>
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<tr>
<td>Barstow</td>
<td>Contact San Bernardino County Code Enforcement</td>
</tr>
<tr>
<td>Big Bear Lake</td>
<td>909-866-5831, 909-866-2633</td>
</tr>
<tr>
<td>Chino</td>
<td>Contact San Bernardino County Code Enforcement</td>
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<tr>
<td>Chino Hills</td>
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<tr>
<td>Colton</td>
<td>909-370-5000</td>
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<tr>
<td>Crestline</td>
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<td>Fontana</td>
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<td>Grand Terrace</td>
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<tr>
<td>Hesperia</td>
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<tr>
<td>Highland</td>
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<tr>
<td>Joshua Tree</td>
<td>Contact San Bernardino County Code Enforcement</td>
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<tr>
<td>Lake Arrowhead</td>
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<td>Loma Linda</td>
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<td>Lucerne Valley</td>
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<tr>
<td>Needles</td>
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<tr>
<td>Ontario</td>
<td>909-395-2007, 909-395-2278</td>
</tr>
<tr>
<td>Rancho Cucamonga</td>
<td>Contact San Bernardino County Code Enforcement</td>
</tr>
<tr>
<td>Redlands</td>
<td>909-335-4737</td>
</tr>
<tr>
<td>Rialto</td>
<td>909-820-2636</td>
</tr>
<tr>
<td>Running Springs</td>
<td>Contact San Bernardino County Code Enforcement</td>
</tr>
<tr>
<td>San Bernardino</td>
<td>909-384-5205, 909-384-5247</td>
</tr>
<tr>
<td>Twentynine Palms</td>
<td>Contact San Bernardino County Code Enforcement</td>
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<tr>
<td>Upland</td>
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<tr>
<td>Victorville</td>
<td>760-955-5104</td>
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<td>Wrightwood</td>
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<td>Thermo</td>
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<tr>
<td>Yucaipa</td>
<td>909-797-2489</td>
</tr>
<tr>
<td>Yucca Valley</td>
<td>760-369-6575</td>
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</table>
Helpful Websites

California Courts Self Help Center
www.courtinfo.ca.gov/selfhelp
www.Courtinfo.ca.gov/selfhelp/espanol

Superior Court of California, County of Riverside
www.courts.co.riverside.ca.us

Your Public Law Library
www.publiclawlibrary.org

Law Help California
www.lawhelpcalifornia.org

California Department of Fair Employment & Housing
www.dfeh.ca.gov

California Department of Consumer Affairs
www.dca.ca.gov

California Attorney General’s Office
www.caag.state.ca.us

Housing & Urban Development
www.hud.gov

National Housing Law Project
www.nhlp.org

State Bar of California
www.calbar.ca.gov

Inland Counties Legal Services
www.inlandlegal.org

FindLaw
www.findlaw.com