

JUDICIAL COUNCIL OF CALIFORNIA

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INVITATION TO COMMENT

SP20-06

Title	Action Requested
Unlawful Detainers: New Forms to Implement Assembly Bill 3088	Review and submit comments by 12:00 noon on September 17, 2020
Proposed Rules, Forms, Standards, or Statutes	Proposed Effective Date
Adopt forms UD-101 and UD-104; approve form UD-104(A)	October 5, 2020
Proposed by	Contact
Civil and Small Claims Advisory Committee Hon. Ann I. Jones, Chair	Anne M. Ronan 415-856-8933 anne.ronan@jud.ca.gov

Executive Summary and Origin

The enactment of the Tenant, Homeowner, and Small Landlord Relief and Stabilization Act of 2020 (Assem. Bill 3088; Stats. 2020, ch. 37) changes the practice and procedures relating to all residential unlawful detainer actions from now until January 31, 2021, and for a longer period for actions based on unpaid rent due at any time between March 1, 2020, and January 31, 2021. The Civil and Small Claims Advisory Committee proposes three new forms to assist courts and parties in complying with this new law.

Background

Assembly Bill 3088, which includes the COVID-19 Tenant Relief Act of 2020 (adding sections 1179.01 through 1179.07 to the Code of Civil Procedure¹), was enacted as urgency legislation, and so put in place new provisions addressing unlawful detainer actions that are already in effect. (See Link A.) The bill provides, among other things, certain protections to residential tenants being terminated for failure to pay rent due from March 1, 2020, through January 31, 2021. In order for courts to determine whether judgments may issue on unlawful detainer cases over the coming months in light of these protections, plaintiffs will need to provide information beyond the allegations contained in the Judicial Council form *Complaint—Unlawful Detainer* (form UD-100) or included in individually drafted complaints prior to the enactment of AB 3088. The changes in the law that result in a plaintiff needing to provide additional information are summarized below.

¹ All further statutory references are to the Code of Civil Procedure unless otherwise indicated.

This proposal has not been approved by the Judicial Council and is not intended to represent the views of the council, its Rules Committee, or its Legislative Committee. It is circulated for comment purposes only.

To begin, starting August 31, 2020, plaintiffs in all unlawful detainer actions must file a supplemental cover sheet that states whether the property at issue is residential or commercial, and whether the reason for termination is based in whole or in part on failure to pay rent or other charges.² (§ 1179.01.5(c).) This provision is not limited to only those plaintiffs filing new complaints after that time.

Until October 5, 2020, for unlawful detainer actions for residential tenancies (including for mobile homes) based in whole or in part on nonpayment of rent, the new law continues the prohibition on a court issuing a summons or default judgment that has been in effect under California Rules of Court, emergency rule 1. (§ 1179.01.5(b).) There was no similar stay for actions on residential tenancies solely for reasons *other* than failure to pay rent—but they have to meet certain requirements (§ 1179.03.5(a)(3))—and no prohibitions at all on actions for commercial tenancies.³

From October 5, 2020, through January 31, 2021, the following applies:

- Actions in unlawful detainer based on a termination notice or notices that demand payment of rent or other charges may proceed if:
 - The rent was due *before* March 1, 2020 (§ 1179.03.5(a)(1)); or
 - The rent was due between March 1, 2020, and January 31, 2021 (COVID-19 rental debt) and both of the following apply:
 - Landlord provided tenant with the newly required 15-day termination notice that includes an unsigned copy of a declaration of financial distress (§ 1179.03(b) and (c).) For rent due before August 31, 2020, this notice can only be served after or at the same time as service of a more general notice of the tenant’s rights. (§ 1170.03(b).)
 - Tenant did *not* provide landlord with a signed declaration of financial distress in response, and in certain instances with documentation to support the declaration (§ 1179.02.5(c)), within the 15-day period.⁴ (§ 1179.03.5(a)(2).)

² As used in this document, the term “rent” is intended to include “other charges” or “other financial obligations of a tenant under the tenancy” where those phrases are included in the statute. These two phrases are not defined in the new law and their meaning will ultimately have to be determined by a court.

³ For purposes of the Tenant Relief Act of 2020, “tenant” does not include tenants of commercial properties. (§ 1179.02(h).)

⁴ If the tenant does not provide the landlord with the declaration of financial distress within the required time, the tenant may file one with the court within the time for answering the complaint. If the court, after a noticed hearing, finds good cause for failure to meet the deadline, the protections in the act will apply and the case may be dismissed or conditionally dismissed. (§ 1179.03(h).) One of the forms the advisory committee proposes is a cover sheet for such filings.

- If the tenant in an action based on a termination notice that demands payment of COVID-19 rental debt *does* timely provide the landlord with a declaration of financial distress, stating under penalty of perjury that the tenant has experienced a loss or income or increase of expenses related to the COVID-19 pandemic:
 - For rents due between March 1, 2020, and August 31, 2020 (COVID-19 rental debt due during the *protected* period), no unlawful detainer judgment may ever issue based on that unpaid rent. (§ 1179.03(g)(1).) The tenant is still liable for the protected COVID-19 rental debt (see notice to tenant in section 1179.03(b)(4)), but that debt cannot be a basis for an unlawful detainer action.
 - For rents due between September 1, 2020, and January 31, 2021 (COVID-19 rental debt due during the *transition* period):
 - No unlawful detainer action may be initiated by the landlord until February 1, 2021 (§ 1179.03(g)(2)(A)).
 - No unlawful detainer judgment may ever issue based on that unpaid rent if the tenant, by January 31, 2021, pays the landlord at least 25 percent of all transitional COVID-19 rental debt. (§ 1179.03(g)(2)(B).) The tenant is still liable for the other 75 percent of the transitional COVID-19 rental debt (see notice to tenant in section 1179.03(c)(4)), but that debt cannot be a basis for an eviction.
 - If the tenant does *not* pay the 25 percent minimum by January 31, 2021, an unlawful detainer action may proceed after January 31, 2021.
 - After March 1, 2021, actions to recover the unpaid protected or transitional COVID-19 rental debt that are over the small claims court jurisdictional amount may be brought in small claims court.⁵
- Other actions in unlawful detainers for residential tenancies may proceed to judgment before February 1, 2021, but until that date the following provisions apply:
 - The basis for the termination must be either an “at-fault just cause” or a “no-fault just cause,” as those terms are defined in Civil Code section 1946.2(b)(1) and (2), with some additional requirements for two just cause reasons (§ 1179.03.5(a)(3))⁶; and

⁵ This may require a new, supplemental Judicial Council small claims form for actions to recover COVID-19 rental debt that are over the jurisdictional limit, but because such cases may not be brought in small claims court until March 1, 2021, there is more time for that form to be developed.

⁶ At-fault just cause, as defined in Civil Code section 1946.2(b)(1), includes failure to pay rent. It is difficult to see, however, how subdivision (a)(3) of section 1179.03.5 could be interpreted to permit, before February 1, an unlawful detainer judgment based on failure to pay rent, if the defendant has provided a signed declaration of financial distress (either delivered timely to the plaintiff or to a court which found good cause for a late declaration). The provisions in subdivision (a)(2) of section 1179.03.5 only permit such judgments before February 1 if a defendant has not complied with provisions regarding declarations, and the overall statutory schema is intended to protect

- Damages for COVID-19 rental debt may not be included in the unlawful detainer judgment, unless the action is also based on a failure to pay such rent and the tenant did not provide the declaration of financial distress. (§ 1179.03.5(a)(3)(b).)

There is also a new federal order to be considered. The Centers for Disease Control and Prevention (CDC) issued an agency order temporarily halting evictions for failure to pay rent on public health grounds (to keep people out of shelters and shared accommodations), effective September 4, 2020, through December 31, 2020. The order provides that during that period a landlord or property owner

shall not evict any covered person from any residential property in any State or U.S. territory ... that provides a level of public-health protections below the requirements listed in this Order.

(Temporary Halt in Residential Evictions to Prevent the Further Spread of COVID-19, 85 Fed. Reg. 55292 at 55296 (Sept. 4, 2020); see Link B.)

The Proposal

The Civil and Small Claims Advisory Committee proposes three new forms, to be effective October 5, 2020⁷:

- *Plaintiff's Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101);
- *Cover Sheet for Declaration of COVID-19–Related Financial Distress* (form UD-104); and
- *Attachment—Declaration of COVID-19–Related Financial Distress* (form UD-104(A)).

New form for plaintiffs

The advisory committee proposes the expedited adoption of a mandatory form, effective October 5, 2020, that must be filed by any plaintiff seeking court action on a pending unlawful detainer case or filing a new unlawful detainer complaint: *Plaintiff's Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101). This form will comprise the cover sheet mandated by the statute, along with allegations as to the various facts that a court will need to know to properly apply the new provisions in the COVID-19 Tenant Relief Act of 2020. Without such information, it will be difficult, and in some situations—including entry of default judgments—may not be possible, for a court to proceed under the new law.

The content of form UD-101 and why it is needed is summarized below.

tenants who have done so. But should the issue arise, this determination will need to be made by a court and so is not directly addressed in the proposed forms.

⁷ The committee is recommending this date because (1) it is the date when prohibition on court actions on residential unlawful detainer proceedings for nonpayment of rent ends (§ 1179.01.5(b)) and (2) it will provide courts with a few days to prepare before the forms are effective.

- The instructions advise plaintiffs that they must file this form in unlawful detainer actions, whether asking the court to act in a pending unlawful detainer proceeding or filing a new complaint. They are also advised that this form takes the place of the cover sheet required in section 1179.01.5(c).⁸
- Items 2 and 3 are the information section 1179.01.05 requires in a cover sheet for all unlawful detainer actions. The instructions in item 2 note that if the plaintiff indicates that the property at issue is commercial, no other information is required. They also note that if the property is residential, all remaining items that apply to the action should be completed.
- Item 4 addresses the CDC eviction moratorium order. Required only before December 31, 2020, (the last day of the CDC eviction moratorium), it asks whether or not the defendant has provided a hardship statement under the CDC order. This item both provides information that the court may need in proceeding with the case and provides a citation to the CDC order for landlords who are not cognizant that it exists.
- Item 5 allows a plaintiff to allege that the action is based on rent due before March 1, 2020, (and so can go forward before February 1, 2021, under section 1179.03.5(a)(1)). If the action is based solely on this pre-COVID-19 rent, the instructions note that no further items need be completed.
- Item 6 provides the new information regarding actions for rent due during the protected time period (between March 1, 2020, and August 31, 2020):
 - Did the landlord provide the form titled “Notice From the State of California” regarding the tenant’s rights (required by section 1179.04)? (Item 7 asks for information regarding when and how it was provided.)
 - Did the landlord serve the newly required 15-day termination notice (§ 1179.03(b))? If not, the notice is not sufficient to support an unlawful detainer judgment and any pending case—no matter when filed—based on a different notice may be dismissed. (§ 1179.03(a).)
 - Did the defendant timely provide a declaration of financial distress? If so, an unlawful eviction judgment may not issue (§ 1179.03(g)); if not, the case may proceed to judgment before February 1 (§ 1179.03.5(a)(2)).
 - Did the 15-day termination notice identify the defendant as a “high-income tenant” and ask for documentation? If so, then there is an instruction to provide additional information in item 9, as required by section 1179.02.5.
- Item 8 is similar to item 6 but is for actions based on rent due during the transition time period (between September 1, 2020, and January 31, 2021 . This separate item is needed

⁸ Section 1179.01.5(c)(4) expressly provides that the Judicial Council may develop a form for mandatory use that includes the information required to be in the cover sheet.

because a landlord must give different 15-day notices for the different periods. (§ 1179.03(c) and (e).) This item does not address the “Notice From the State of California” because that notice is only required for rent due during the protected time period. Item 8 also includes an item to be completed only in cases filed after January 31, 2021, to provide information as to whether the 25 percent minimum payment for rent due during the transition time period was made by defendant. Only if the defendant failed to pay that minimum may an unlawful detainer judgment be issued. (§ 1179.03(g).)

- Item 9 addresses the additional information needed if the 15-day termination notice identified the defendant as a high-income tenant. In that situation, a plaintiff must allege having proof of the tenant’s high income before sending the 15-day termination notice. (§ 1179.02.5(f).) In addition, a tenant must have complied in two different ways to receive the protection of the new law and preclude an action from proceeding (at least before February 1): have timely returned the declaration of financial distress and have timely submitted documentation supporting that declaration. Item 9 includes allegations about both.
- Item 10 addresses the additional information required for unlawful detainer judgments to be issued on residential tenancies before February 1, 2021 (beyond that provided elsewhere on the form—action based on rent due before March 1, 2020, or declaration of financial risk not timely provided): that the termination is based on just cause as defined in Civil Code section 1946.2(b)(1) or (2) (albeit with some specified additional requirements for two of the bases for just cause). (§ 1179.03.5(a)(3).) Because, through January 31, 2021, this requirement applies in all cases, not just those to which Civil Code section 1946.2 otherwise applies, this information needs to be provided to determine if a judgment can proceed on that basis.⁹

Item 10c is included to put the party and the court on notice that, before February 1, 2021, COVID-19 rental debt cannot be recovered in an action based solely on these claims (§ 1179.03.5(a)(3)(B)).

- Item 11 allows a plaintiff filing after February 1, 2021 to state that the action is based on a demand for payment of rent due after January 31, 2021. Because this form is mandatory and will be needed for as long as a plaintiff may seek an eviction based on COVID-19 rental debt,¹⁰ this item is needed to indicate that certain actions based on non-payment of rent are not subject to the provisions in AB 3088.

⁹ In *Complaint—Unlawful Detainer* (form UD-100), the item stating whether good cause exists is limited to tenancies subject to the Tenant Protection Act of 2019.

¹⁰ A termination notice for default in rent payment may be served for up to one year after the default. (§ 1161, para. 2.)

New forms for defendants

The advisory committee recommends the expedited adoption of a mandatory form, effective October 5, 2020, for defendants to use when filing a declaration of financial distress with the court: *Cover Sheet for Declaration of COVID-19–Related Financial Distress* (form UD-104). As noted above, if the tenant does not provide the landlord with the declaration of financial distress within the required time, and the landlord files an unlawful detainer action, the tenant may file a signed declaration directly with the court within the time for answering the complaint. (§ 1179.03(h).) The court is to set a hearing if a declaration is filed, providing between 5 and 10 days’ notice to the parties, to determine if there is good cause for the late filing. (*Id.*)

The proposed cover sheet identifies the action with which the declaration is connected and also provides the defendant’s contact information in the event the defendant does not file an answer at the same time. The filing of the cover sheet will act as a trigger for the court, so that the court knows to set the mandated hearing and provide notice to the parties. Item 2 in the form allows, though does not require, the defendant to provide an explanation of the reasons for the late provision of the declaration, noting the standard the court will apply in evaluating those reasons—mistake, inadvertence, surprise, or excusable neglect. (§ 1179.03(h)(1)(B)). The form may be signed by a self-represented party or by counsel.

For defendants who no longer have the declaration form served on them by the landlord (or who did not receive one to begin with), a declaration form is also included in the proposal (form UD-104(A)), which can be attached to the cover sheet.

Alternatives Considered

The committee considered not proposing any new form for plaintiffs, leaving it to each individual party to determine what specific allegations would be required to obtain an unlawful detainer judgment under the new requirements in AB 3088. However, because of the difficulty both courts and parties might have in determining if cases could proceed under the law without such a form, and because the new law expressly authorizes the Judicial Council to adopt one,¹¹ the committee concluded that a new form would be helpful to all involved. Similarly, the committee concluded that the new declaration cover sheet will make it possible for courts to identify when a hearing must be set, as well as assisting self-represented tenants in exercising their right to provide the declaration of financial distress beyond the statutory deadline with good cause.

Fiscal and Operational Impacts

While AB 3088 will have a significant impact on court operations, the new forms are intended to assist courts in dealing with that impact, making it easier for clerks and judicial officers to process and adjudicate unlawful detainer proceedings in compliance with the new law. Court staff, judicial officers, and self-help center staff will need to be trained on the newly required

¹¹ Section 1179.01.5(c)(4).

forms, when they are required, and what they contain. Case management systems may need to be adjusted to appropriately deal with the new forms.

Attachments and Links

1. Forms UD-101, UD-104, and UD-104(A), at pages 9–14.
2. Link A: Assembly Bill 3088,
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201920200AB3088
3. Link B: *Temporary Halt in Residential Evictions to Prevent the Further Spread of COVID-19*, 85 Fed. Reg. 55292, www.federalregister.gov/documents/2020/09/04/2020-19654/temporary-halt-in-residential-evictions-to-prevent-the-further-spread-of-COVID-19

ATTORNEY OR PARTY WITHOUT ATTORNEY STATE BAR NUMBER: NAME: FIRM NAME: STREET ADDRESS: CITY: STATE: ZIP CODE: TELEPHONE NO.: FAX NO.: E-MAIL ADDRESS: ATTORNEY FOR (name):	FOR COURT USE ONLY <p style="text-align: center;">DRAFT 09/12/20</p> <p style="text-align: center;">NOT APPROVED BY JUDICIAL COUNCIL</p>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
PLAINTIFF: DEFENDANT:	
PLAINTIFF'S MANDATORY COVER SHEET AND SUPPLEMENTAL ALLEGATIONS—UNLAWFUL DETAINDER	CASE NUMBER:
For action filed (check one): <input type="checkbox"/> before October 5, 2020 <input type="checkbox"/> on October 5, 2020, or later Filed with (title of document, if any):	

Any plaintiff filing a complaint for unlawful detainer, or requesting any court action in an unlawful detainer proceeding filed before October 5, 2020, must complete all sections of this form applicable to the action. Filing this form complies with the requirement in Code of Civil Procedure section 1179.01.5(c) for a plaintiff in an unlawful detainer action to file a cover sheet with the statements specified in that section.

1. PLAINTIFF (name each):

alleges causes of action in the Complaint filed in this action against DEFENDANT (name each):

2. This action seeks possession of real property that is (check one):

- a. Residential b. Commercial

(If item 2a is checked, complete items 3 and 4 and all remaining items that apply to this action. If item 2b is checked, no further items need to be completed except the signature and verification.)

3. This action is based, in whole or in part, on an alleged default payment of rent or other charges. Yes No

4. (Complete this item if action filed before December 31, 2020) Defendant has has not provided a statement under penalty of perjury for the Centers for Disease Control and Prevention's order for *Temporary Halt in Evictions to Prevent Further Spread of COVID-19* (85 Federal Register 55292).

5. **Rent due before March 1, 2020.** The unlawful detainer complaint in this action is based solely on a demand for payment of rent due before March 1, 2020. (If this is the only basis for the action, no further items on this form need to be completed except the signature and verification on page 4.)

6. **Rent due in protected time period.** The unlawful detainer complaint in this action is based, at least in part, on a demand for payment of rent due between March 1, 2020, and August 31, 2020. (Check all that apply:)

- a. Defendant (name each):

was served a form titled "Notice from the State of California" as mandated in Code of Civil Procedure section 1179.04, and if more than one defendant, on the same date and in the same manner. (Provide information regarding service in item 7 below.)

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- b. One or more defendants was served with the notice in item 6a on a different date or in a different manner, which is described in attachment 7c.
- c. Defendant (*name each*):

was served with a 15-day notice to pay, quit, or deliver a declaration, and an unsigned declaration of COVID-19–related financial distress, in the form and with the content required in Code of Civil Procedure section 1179.03(b) and (d). (*If filing form UD-100 with this form and item 6c is checked, specify this 15-day notice in item 9a(7) on form UD-100, attach a copy of the notice to that form, and provide all requested information about service on that form.*)

- d. Response to notice (*check all that apply*):

(1) Defendant (*name each*):

delivered a declaration of COVID-19–related financial distress on landlord in the time required. (Code Civ. Proc., § 1179.03(e).)

(2) Defendant (*name each*)

did *not* deliver a declaration of COVID-19–related financial distress on landlord in the time required. (Code Civ. Proc., § 1179.03(e).)

(3) Defendant (*name each*)

was served with a 15-day notice to pay, quit, or deliver a declaration that identified defendant as a high-income tenant and requested submission of documentation supporting any declaration the defendant submitted. (Code Civ. Proc., § 1179.02(c).) (*Complete item 9 below.*)

7. Service of Notice from State of California (*complete only if item 6a is checked*)

- a. The notice in item 6a was served on the defendant named in item 6a 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.

(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) By sending a copy by mail addressed to the defendant on (*date*):

- 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 6b is stated in Attachment 7c.

- d. Proof of service of the notice in item 6a is attached to this form and labeled Exhibit 1.

8. Rent due in transition time period. The unlawful detainer complaint in this action is based, at least in part, on a demand for payment of rent due between September 1, 2020, and January 31, 2021.

- a. Defendant (*name each*):

was served with a 15-day notice to pay, quit, or deliver a declaration, and an unsigned declaration of COVID-19 related financial distress, in the form and with the content required in Code of Civil Procedure section 1179.03(c) and (d). (*If filing form UD-100 with this form and item 8a here is checked, specify this 15-day notice in item 9a(7) on form UD-100, attach a copy of the notice, and provide all requested information about service on that form.*)

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b. Response to notice (*check all that apply*):

- (1)
-
- Defendant (
- name each*
-)

delivered a declaration of COVID-19–related financial distress on the landlord in the time required. (Code Civ. Proc., § 1179.03(e).)

- (2)
-
- Defendant (
- name each*
-)

did *not* deliver a declaration of COVID-19–related financial distress on the landlord in the time required. (Code Civ. Proc., § 1179.03(e).)

- (3)
-
- Defendant (
- name each*
-)

was served with a 15-day notice to pay, quit, or deliver a declaration that identified defendant as a high-income tenant and requested submission of documentation supporting any declaration the defendant submitted. (Code Civ. Proc., § 1179.02(c).) (*Complete item 9 below.*)

c. Rent due (*complete only if action filed after January 31, 2020*):

- (1) Rent in the amount of \$ _____ was due between September 1 and January 31, 2021.
 (2) Payment of \$ _____ for that period was received by January 31, 2021.

9. **High-income tenant.** The 15-day notice in item 6c or 8a above identified defendant as a high-income tenant and requested submission of documentation supporting the tenant's claim that tenant had suffered COVID-19 related financial distress. (Code Civil Proc., § 1179.02.)

- a. Plaintiff had proof before serving the notice in 6c or 8a that the tenant has an annual income that is 130% of the median income of the county the rental property is located in and not less than \$100,000.
 b. The tenant did not deliver a declaration of COVID-19–related financial distress within the required time. (Code Civ. Proc., § 1179.03(e).)
 c. The tenant did not deliver documentation within the required time supporting that the tenant had suffered COVID-19–related financial distress as asserted in the declaration. (Code Civ. Proc., § 1179.02(c).)

10. **Just cause eviction.** (*Only applicable if action is filed before February 1, 2021. Note: if the tenancy is subject to the Tenant Protection Act of 2019 (including Civil Code section 1946.2), plaintiff must complete item 8 on form UD-100 in addition to this item.*)

- a. The tenancy identified in the unlawful detainer complaint in this action was terminated for at-fault just cause as defined in Civil Code section 1946.2(b)(1), which reason is stated in the notice of termination.
 b. The tenancy identified in the unlawful detainer complaint in this action was terminated for no-fault just cause as defined in Civil Code section 1946.2(b)(2), which reason is stated in the notice of termination. (*Complete (1) or (2) if applicable.*)
 (1) The no-fault just cause is the intent to demolish or substantially remodel, which is is not necessary to comply with codes, statutes, or regulations relating to the habitability of the rental units.
 (2) The tenancy identified in the complaint in this action was terminated because the owner of the property has entered into a contract with a buyer who intends to occupy the property and the property does does not meet all the requirements of Civil Code section 1946.2(8)(e).
 c. This action is based solely on the cause of termination checked in item 10a or b above. (*If this item applies, plaintiff may not recover any rental debt due from the period between March 1, 2020, and January 31, 2021, as part of the damages in this action. (Code Civ. Proc. § 1179.03.05(a)(3)(B).)*)

11. **Rent due after January 31, 2021.** (*Only applicable if action is filed on or after February 1, 2021.*) The only demand for rent on which the unlawful detainer complaint in this action is based is a demand for payment of rent due after January 31, 2021.

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12. Number of pages attached (*specify*):

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)

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: FIRM NAME: STREET ADDRESS: CITY: TELEPHONE NO.: E-MAIL ADDRESS: ATTORNEY FOR (name):	STATE BAR NUMBER: STATE: ZIP CODE: FAX NO.:	FOR COURT USE ONLY DRAFT 09/12/20 NOT APPROVED BY JUDICIAL COUNCIL
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:		
PLAINTIFF: DEFENDANT:		
COVER SHEET FOR DECLARATION OF COVID-19-RELATED FINANCIAL DISTRESS		CASE NUMBER:

If plaintiff asserts that a defendant did not deliver a declaration of COVID-19-related financial distress within the required 15-day period after service of a notice of termination, and has filed an unlawful detainer action against the defendant, defendant may file a signed declaration with the court. (Code Civ. Proc., § 1179.03(h).) Defendant **must** attach this cover sheet to file the signed declaration.

- Sign the form provided by the landlord or, if not available, defendant may sign the declaration in form UD-104(A). Attach the signed declaration to this form.
- An English language declaration must be filed. (Code Civ. Proc., § 185 (a).)
 - If defendant signs and attaches the non-English language declaration provided by the landlord, the English language version that was provided at the same time must also be attached.
 - If defendant signs and attaches a different non-English language declaration, a translation must also be attached, and signed by the translator.
- This form and the signed declaration must be filed within 5 days after the summons and legal papers in the case are served on the defendant, not counting Saturdays and Sundays and other judicial holidays.
- If the declaration is filed within the time frame described above, the court will set a hearing to determine if there was good cause for the defendant not returning the declaration to the plaintiff in the time required in Code of Civil Procedure section 1179.03(g). The court will provide a notice of the time and place of the hearing to all plaintiffs and defendants.
- Defendant must have a copy of this form served on (given to) all the parties in this case by someone other than the defendant.

1. Defendant (name):
has attached a declaration of COVID-19-related financial distress to this form, signed by defendant.
2. Defendant's response to plaintiff's assertion that defendant did not return the signed declaration to the landlord within the time required in the notice (15 days after service of notice, not counting Saturdays, Sundays, or other judicial holidays).
(The court may dismiss the case against the defendant if failure to provide the declaration was due to mistake, inadvertence, surprise, or excusable neglect. Defendant may state the reasons now, or may explain them at the hearing. If more room is needed, use form MC-025 and attach it to this form with the signed declaration.)
- Response is on form MC-025, attached to this form.

3. Number of pages attached, including signed declaration (specify):

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF DEFENDANT OR ATTORNEY)

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ATTACHMENT—DECLARATION OF COVID-19–RELATED FINANCIAL DISTRESS

(May be filed with form UD-104.)

I am currently unable to pay my rent or other financial obligations under the lease in full because of one or more of the following:

1. Loss of income caused by the COVID-19 pandemic.
2. Increased out-of-pocket expenses directly related to performing essential work during the COVID-19 pandemic.
3. Increased expenses directly related to health impacts of the COVID-19 pandemic.
4. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member directly related to the COVID-19 pandemic that limit my ability to earn income.
5. Increased costs for childcare or attending to an elderly, disabled, or sick family member directly related to the COVID-19 pandemic.
6. Other circumstances related to the COVID-19 pandemic that have reduced my income or increased my expenses.

Any public assistance, including unemployment insurance, pandemic unemployment assistance, state disability insurance (SDI), or paid family leave, that I have received since the start of the COVID-19 pandemic does not fully make up for my loss of income and/or increased expenses.

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)

DRAFT
09/12/20

NOT APPROVED
BY JUDICIAL
COUNCIL