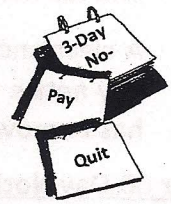


## Do You Know Your Rights As a Renter?

Before a landlord can evict you from a rental unit, the landlord must follow a legal process. In most situations, the eviction process begins with a notice. If the landlord attempts to have you removed from the unit without going through the legal process, or if you are served with an eviction lawsuit without first being served with a notice, you may contact our offices for legal advice.



There are several types of notices your landlord can give (serve) you. For each notice, once the specified time expires (3-days, 30-days, 60-days or 90-days), if you have not complied with the notice then the landlord can sue you in Court with an eviction lawsuit, called an **Unlawful Detainer**. Different rules may apply if you are in subsidize housing (Section 8 Voucher) or live in a mobile home park. Here are some common examples:

### 3-Day Notice to Pay Rent or Quit

Landlords use this notice when the tenant is behind on the rent. The notice must be **in writing** and include the following:

- The full name of the tenant(s), their address and date of the notice;
- A demand for no more than the amount of rent the tenant owes and it must be served after the stated amount becomes due;
- A clear statement that the tenant has 3 days to EITHER pay all the rent that is currently due or Quit (meaning get out of the rental unit); and
- The name, telephone number and address of the person to whom the rent payment shall be made. If payment will be made in person, the notice must also include the hours of availability that payment may be received.

### 3-Day Notice to Perform Covenants or Quit

Landlords use this notice when the tenant is breaking the lease/rental agreement and the problem can be fixed. For example, if the tenant is renting the unit to another person or allowing others to move in, not keeping the unit clean or is in violation of the agreement, the notice must ask the tenant to correct the violation within 3 days or move out. The notice must be **in writing** and include the following:

- The full name of the tenant(s), their address and date of the notice;
- Clear and specific details describing exactly what the tenant did to break the lease; and
- Tell the tenant(s) that the problem must be fixed or the tenant(s) must move out in 3 days.

### 3-Day Notice to Quit

This notice is used if there are ongoing problems with the tenant who causes or allows a "nuisance" on the property, uses the property to do something illegal (like sell drugs), threatens the health and safety of other tenants or the general public, or commits waste that lowers the value of the property significantly. The notice must be **in writing** and include the following:

*\*\*\*Please note: This process may be different if your housing was provided through an employment contract, if you are renting a room in a house where the owner lives, if you live in a mobile home park, or if you are in subsidized housing (e.g. Section 8 Voucher). This flyer does not cover all of these situations.*



- The full name of the tenant(s), their address and date of the notice; and
- A clear and specific description of everything the tenant did to break the lease or deserve the 3-day notice to leave (including details and dates), and a clear statement explaining that the tenant has to move out within those 3 days, otherwise, a lawsuit will follow.

### **30 or 60-Day Notice to Quit or to Terminate Tenancy**

A landlord can use a 30-day notice to end a month-to-month tenancy if the tenant has been renting that particular unit, for **less than** a year. A landlord must use a 60-day notice to end a month-to-month tenancy, if the tenant has been renting for **more than one year** and the landlord wants the tenant to move out. The notice must be **in writing** and include the following:



- The full name of the tenant(s), their address and date of the notice;
- State that the month-to-month tenancy will end in 30 days if the landlord is giving a 30-day notice or in 60 days if s/he is giving a 60-day notice.

Landlords generally do NOT need to state a reason for giving this notice. The 30 or 60-day notice to Terminate Tenancy may be served for any reason or no reason at all except that tenants are protected against "retaliatory evictions" or "discriminatory evictions." If you believe that you are being evicted in retaliation or discrimination, you should seek legal advice. You are still required to pay rent during the notice period.

### **90-Day Notice to Quit or to Terminate Tenancy Section 8:**

A landlord must use this kind of notice if:

- Tenant is receiving assistance through the Housing Choice Voucher (also known as Section 8),
- Tenancy is within 90 days of the end of the first year or past the first year and is now on a month-to-month basis,
- If those two requirements are met, the landlord does NOT have to give reason to terminate the tenancy, and
- Notice must be dated and state tenant has 90 days to move out.

Short notices may be appropriate if there is good cause for eviction. If you receive a short notice you should seek legal advice.

There are also other types of notices that your landlord can serve you such as: 24-hour notice, 5-day notice, 7-day notice, 10-day notice, 14-day notice, etc. The Court can serve you notices as well, such as, Notice of Restricted Access; Notice of Trial Date; Notice of Entry of Judgment, etc. For further information, please visit the California Courts Self-Help Center at: [www.courtinfo.ca.gov/selfhelp/](http://www.courtinfo.ca.gov/selfhelp/).

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### **Tenants in Foreclosed Properties – 90 Days**

Until recently, tenants in foreclosed properties need only receive 30 days' notice. [Code of Civil Procedure § 1161a(c)] With the foreclosure deluge in the last few years, the notice period has been extended to 90 days by federal law, **Protecting Tenants at Foreclosure Act (PTFA)**, Public Law 111-22 (May 20, 2009), as extended and clarified by the **Dodd-Frank Wall Street Reform and Consumer Protection Act, Public Law 111-203 (July 21, 2010)**. This law trumps state law unless any state notice time is more expansive. The law sunsets on December 31, 2014. See **Foreclosure 1.0 The Protecting Tenants at Foreclosure Act**

## I WANT TO MOVE OUT OF THE UNIT THAT I AM LIVING IN. WHAT DO I NEED TO DO?

### Can a tenant terminate a tenancy at any time without a reason?

The answer depends on the type of tenancy. Periodic (i.e., month-to-month) tenancies generally can be terminated **without cause** by giving proper written notice at any time. If the tenancy is a fixed term lease (i.e., for 6 months or 1 year), it usually requires a cause to terminate during the fixed term. **If you want to move out because the landlord violated the rental agreement, or if your unit is uninhabitable because of substantial defects, other laws and rules may apply. If this applies to you, you may contact Central California Legal Services to see if you qualify to get free legal advice about these other laws.**

### Month-to-Month and Other Periodic Agreements

If the landlord has not violated the rental agreement, but the tenant wishes to move, a tenant may terminate a periodic tenancy with a written notice equal to the rental period, not to exceed 30 days. This means a 30-day notice for month-to-month or a longer period, a 7-day notice for week-to-week, etc. To be effective, the notice **must be in writing**, and it must be delivered to the landlord. **Please note, until the notice period has ended, the rental agreement is still in effect. Therefore, you must still pay rent, take care of the property, and comply with any other terms that are in the agreement.**

### Lease Agreements

Neither party can terminate a lease without cause. A lease is a binding contract giving both landlord and tenant certain rights for a fixed period of time. A lease protects the landlord by guaranteeing that he or she will continue to receive rent during the lease period. It also protects the tenant by guaranteeing a set rent which cannot be increased during the term of the agreement.

It is important to note that a fixed term lease does not necessarily renew upon expiration; renewal will depend on the terms of the lease and the actions of the parties. Most often, if the tenant continues paying rent after the expiration of the lease, and the landlord accepts the rent payment, the rental agreement will continue with all the same terms, however, it may convert to a periodic (month to month) rental agreement. It is important to carefully review the lease to know for sure.

### What will happen if I do not pay rent after I give my landlord my notice to terminate our rental agreement?

**Rent is owed for the full notice period of time.** For instance, if rent is due on the first of each month, and the notice is given on the first of the month, then the tenant must pay rent for the full month on the day it is due. However, if the notice is given on a later date, such as on the 10<sup>th</sup> of the month, then rent will also be due for 10 days in the following month. **Failure to pay rent when it is due may result in a tenant being evicted for non-payment of rent.**



If, at the beginning of the tenancy the tenant paid some money specifically designated as a "last month's rent," this money may now be applied to this last month. However, if the money paid in the beginning of your tenancy was designated as a "security deposit," it may not be used to pay rent for this last month. A tenant does not have a right to use or receive back the security deposit before he or she moves out. For more information about security deposits, you may call Central California Legal Services and ask for information about security deposits.

**PLEASE NOTE: If a tenant breaks the agreement by not paying the rent, damaging the property, or in any other material way, the landlord may terminate the tenancy for cause regardless of whether the tenant has served a notice to terminate tenancy or not. If you receive any notices from your landlord you may call Central California Legal Services to see if you qualify for free legal advice.**

### **What happens if I do not vacate within the time given in the notice?**

If you do not vacate by the time given in the notice, the landlord may file and serve you with an unlawful detainer (or eviction) action, without first giving a notice. If you receive an unlawful detainer lawsuit, you will have five days to file an answer with the courts. After the answer has been filed, the court will set a court date (generally about two to three weeks later). At that time, you will have a chance to tell the judge your side of the story. **Please note, simply changing your mind about moving, after you gave the landlord the notice, will most likely not be a defense to this eviction lawsuit.**

If you lose the unlawful detainer action, you will have an eviction on your credit report and a money judgment may be entered against you. In addition, the decision will be given to the sheriff. The sheriff will then post a notice to your door which tells you that you have five days to vacate the property. If you are not out before the end of those five days, then the sheriff will lock you out. You will have to pay storage fees to get your belongings back if they are still in the unit at the time of the lock out.

\*\*\*\*\*

**If you receive any notice from your landlord or the Court that you do not understand, you can call our offices located in Fresno (559) 570-1200, Visalia (559) 733-8770, or Merced (209) 723-5466, or you may visit our website at [www.centralcallegal.org](http://www.centralcallegal.org) for free legal advice.**

**This pamphlet provides general information on the law, which may change. For specific legal problems, you should consult with a lawyer.**

**Central California Legal Services, Inc.**



## When Can My Landlord Raise My Rent?

The general rule is, if you rent from month-to-month, then the landlord can raise your rent. However, the landlord must give you at least a 30-day written notice of the rent increase and the increase cannot be effective until the 30 days have passed. Other restrictions may apply if living in government financed housing.



### Other Limitations on the General Rule Exist:

- If the proposed rent increase is more than 10 percent of the rent charged at any time during the prior 12 months, then the landlord must give you at least 60-days written notice of the rent increase, and the increase is not effective until the 60 days have passed.

The landlord must also give you a 60-day notice when the **total of all rent increases** in the prior 12 months is an increase of more than 10 percent of the rent charged at any time during that period.

- The landlord cannot increase your rent if the increase is in retaliation for exercising your legal rights. For instance, the landlord cannot raise your rent because you complain about a defect in the apartment/house, such as the lack of heat or the lack of hot water.

However, if you refuse to pay the increase and the landlord then takes the proper steps to evict you, you will be required to prove that the rent increase was retaliatory.

- If you have a fixed-term lease (6 months or 1 year), your landlord cannot raise your rent during the term of the lease unless the lease provides specifically for the rent increase.

Most printed forms for fixed-term leases include a provision called "Holding Over." These provisions normally state that if you stay beyond the term of your lease, with the consent of the landlord (consent can be presumed if the landlord continues to accept your rent payment), you become a tenant from month-to-month, but all other provisions of the lease continue.

Once you become a month-to-month tenant at end of a fixed-term lease, the landlord can raise your rent at any time and for any amount, provided he gives you the proper 30 or 60-day written notice of the rent increase.

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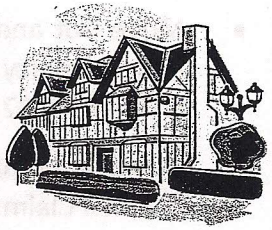
*This publication is funded, in part, through a grant from the City of Fresno, County of Fresno and the U.S. Department of Housing and Urban Development (HUD).*



## **HABITABILITY**

### **What are the Landlord's duties to a Tenant?**

Your landlord must provide a safe and sanitary place to live when he/she accepts rent from you. In other words, it must be "habitable." If the unit is not habitable when you move in, your landlord must make all needed repairs as long as he/she charges you rent. This is called the "implied warranty of habitability." The landlord cannot legally terminate your tenancy because you complain that he/she has not provided habitable premises.



### **What are My Duties as a Tenant?**

As a tenant, you have a duty to keep the place clean and sanitary, remove trash, properly use plumbing, gas, and electrical systems, neither destroy nor vandalize the premises nor allow a guest to do so, and to use the housing as your living quarters (the purpose for which they were designed).

### **What is a Habitable Place?**

A "habitable place" need not be nice looking or comfortable. However, it must be substantially in compliance with the building code and has to provide the "bare living requirements." For example, the law does not require your landlord to paint your home every year or to give you new drapes or rugs. A place is "habitable" if it has the following:

- Working plumbing and heating;
- Hot and cold running water;
- Electricity and lights that work and are safe (no exposed wiring);
- Roof, walls and windows that do not leak and are not broken;
- Clean common areas, free from trash and debris;
- Enough trash cans to keep trash from overflowing; and
- Safe floors, stairs and rails.

### **What should You do if Your Place is Not Habitable?**

Notify the landlord or his/her agent in writing about the problems that exist. This notice should be given as soon as possible after discovering the uninhabitable conditions. Ask your landlord to make all needed repairs. You should state a specific reasonable deadline for the repairs to be made. A reasonable amount of time would depend on the severity of the problem. Keep a copy of this letter for your records. Take pictures of all the problems, date the pictures and keep them in case you need to go to court. You should also call the local code enforcement agency to inspect your home. The inspector will send your landlord a written report of any sub-standard living conditions found in your unit. You must allow your landlord or his/her repairman access to your unit during normal business hours to fix all the problems that exist.





### What if Your Landlord does Not make the Repairs?

If your landlord does not make the repairs, you can do one of the following:

- Move out and sue your landlord in Small Claims Court for damages to you, your family, or to your property due to your landlord's breach of the "implied warranty of habitability" if the total is less than \$7,500. For damages which exceed \$7,500, sue in Superior Court;
- Remain and pay full rent; sue your landlord for breach of the "implied warranty of habitability" in Small Claims Court for damages up to \$7,500 or in Superior Court which exceed \$7,500;
- Remain and pay rent, sue in Small Claims Court for a repair order. Do this only if your code enforcement agency ordered your landlord to make the repairs and she/he has not done so for 60 days. The court can order him/her to make repairs and stop all rent payments;
- Make the repairs yourself and deduct the amount from the rent. **You have to give written notice first AND save receipts.** The cost of repairs must be less than one month's rent. This remedy is risky so consult an attorney to be sure to follow the proper procedure;
- Withhold your entire rent and set it aside in a bank or trust account. This is the most severe and risky option, and it may result in you being evicted if done improperly. Before doing this, consult an attorney to be sure this is the right thing to do and that you use the proper procedure.



### What if I want to Withhold My Rent?

If you consult with an attorney and decide to withhold all rent because your landlord has not made necessary repairs in your unit, the landlord may try to evict you for failure to pay rent. The landlord will give you a notice to pay your rent in 3 days or leave. If you do not pay or leave at this time, the landlord will file an "Unlawful Detainer" Complaint (an eviction lawsuit) with the court and serve you.

You must file your "Answer" in court within 5 calendar days of receiving the "Complaint". In your defense you will state that the fair rental value of the premises is too high because your landlord breached the "implied warranty of habitability". You can also request an order that the landlord make repairs, that your rent be reduced until they are done, and that the court monitor the case until that time. You will need proof that there was a problem and that your landlord was aware of it. (You may also sue in separate lawsuits). Be sure to set aside your rent money so you will have it to pay later. If you win, the court will subtract from the full rent the value of the bare living requirements that were lacking. You only have to pay the remainder, and you will be able to stay in the premises.

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## Repair and Deduct Remedy

### Can I Make Repairs and Deduct the Costs from My Rent?

You have the right to ask the landlord to repair serious habitability problems. If the landlord refuses, you may make the repairs and deduct the cost from the next month's rent. **The cost of repairs (labors and materials) cannot exceed one month's rent.**



### What Repairs are "Serious"?

The landlord does not have to keep your place in perfect shape. A few cockroaches or a broken screen may not be enough to allow you to withhold your rent. The landlord must provide:

- Working plumbing;
- Heating;
- Hot & cold running water;
- Electricity and lights that work and are safe (no exposed wiring);
- Roof, walls and windows that do not leak and are not broken;
- Enough trash cans to keep trash from overflowing; and
- Safe floors, stairs and railings.

### What Is The Procedure For "Repair and Deduct"?

Before you can do repairs, you must give your landlord a written notice requesting repairs. You must wait a reasonable time - usually 30-days - for the landlord to make the repairs. This time can be less for emergencies, such as a flooding toilet or a broken heater in the winter. If the landlord tries to make repairs and you interfere, you may lose your rights. Withholding your rent can be risky, because your landlord might try to evict you for non-payment of rent. Remember, the cost of repairs (labors and materials) cannot exceed one month's rent. You can only use the "repair and deduct" remedy twice in any 12 month period. It is a good idea to talk to a lawyer before you proceed.

### What Steps Can I Take If The Landlord Does Not Make The Repairs?

If the landlord does not make the repairs in a reasonable time, you can:

- Have the repairs made yourself and deduct the cost from the next month's rent. Get 2 or 3 estimates for the job and select the one that is the most reasonable. Once repairs are done and you have paid the bill, deduct that amount from the next month's rent. Include with your rent a statement of the amount deducted for repairs, as well as copies of all repair receipts. **Keep copies for your records.**
- Sue your landlord in Small Claims Court to pay for repairs. Continue to pay your full rent until the court hearing. The court will decide if the repairs were for serious problems and what cost is reasonable. If you win, the court will order the landlord to refund part of your rent to pay the repair costs.
- If a code enforcement agency ordered the landlord to fix violations and they are not done within the time specified in the report, you may sue in Small Claims Court for a repair order. If you win, the court will order the landlord to do repairs and may stop all rent payments until they are made.





### **Can the Landlord Try to Evict Me for Enforcing My Right to "Repair and Deduct"?**

So long as you follow your duties and obligations under the rental agreement, for 180 days (6 months), the landlord may not retaliate against you by raising the rent, reducing services, or evicting you if you enforce your rights as follows:

- You give written notice to the landlord to make repairs or you orally complain to the landlord about the condition of the place; or
- After giving reasonable notice to the landlord to make repairs, you file a complaint with the local code enforcement agency, have the place inspected, and/or a citation is issued as a result; or
- You file and/or win a court action about the poor conditions.

### **When Does Repair and Deduct Not Apply?**

If you, your roommates or guests damage the property, or you violate your rental agreement, then you may lose your right to "repair and deduct." For example, you must:

- Properly dispose of garbage;
- Properly use electrical systems, gas, plumbing and fixtures, and keep them clean;
- Prevent anyone on the premises with your permission from doing damage; and
- Follow your obligations under the rental agreement.

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## **Security Deposit**

### **How much can a landlord charge for a deposit?**

For residential rentals, the total amount of the deposit may not exceed two months rent for an unfurnished place or three months rent for a furnished place.



### **What do deposits cover?**

A landlord may set a "reasonable amount" for the deposit, which can be used to cover:

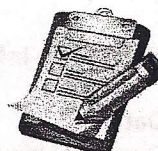
- Unpaid rent;
- Repairs to the unit for damages caused by the tenant or the tenant's guests (except for "ordinary wear and tear"), or
- Cleaning of the premises upon termination of tenancy to return unit to same level of cleanliness it was in at the start of the tenancy.

### **Can deposits be non-refundable?**

A deposit cannot be called "non-refundable." If the lease or rental agreement includes this provision, the provision is not valid and cannot be enforced.

### **How can I avoid deposit problems?**

**Before** moving into the rental unit, inspect and note the condition of the rental unit, preferably with the landlord. List all the items in writing in a "checklist." Be sure the landlord signs the checklist. If the landlord is not available, inspect the unit with a friend or take photographs. Keep the checklist and photos in a safe place, you will need these when you move out.



**After** moving out, thoroughly clean the unit, then arrange a tour of the unit with the landlord and check for damages. Use the checklist you made before moving in. Compare any differences found with the checklist and try to work out any disputes. Again, take photos and keep them in a safe place.

### **When does the landlord have to return my deposit?**

Within 21 days after you move out, the landlord must:

- Return all of your deposit, or
- Give you an itemized written statement explaining why all or part of the deposit is not being returned along with the refund of the remaining balance.

**NOTE:** If the deductions amount to more than \$125, the itemized statement must include copies of supporting documents, such as bills, invoices, and/or receipts, showing charges incurred and deducted by the landlord to repair or clean the premises. If the deductions are for less than \$125, the supporting documents must only be provided if requested by the tenant within 14 days after receiving the itemized statement.

### **What if the landlord keeps all of my deposit and I disagree with the deductions?**

If you do not receive your deposit within 21 days after moving out, make a formal demand in writing. A sample demand letter is provided. If you do not receive your deposit within 10 days from the date you send the demand letter, you may sue the landlord in Small Claims Court. If you go to court, be sure to bring your "move in and move out checklists," all the photos you took before moving in and after moving out, and the demand letter to present as part of your case. A landlord may be fined up to twice the amount of deposit for his/her "bad faith" in keeping of your deposit.



### **What if the landlord keeps all of my deposit and demands additional money from me?**

If the landlord keeps all of your deposit and demands more money from you, the same procedure will apply if you disagree with the amount that you should have as a remaining balance. If you only disagree with the additional charges that add up to more than your deposit, send a letter to the landlord explaining your reasons for the disputed charges. Keep a copy of the letter to show the judge in case the landlord sues you for the additional charges.



### **What if the landlord keeps some of my deposit and I disagree with the deductions?**

If you receive only part of your deposit and you disagree with the landlord's deductions for "damages," "cleaning," etc., you may make a formal demand in writing for the amount in dispute. The sample letter at the bottom can be modified to include your demand for the entire deposit (or other amount).

If you do not receive the balance within 10 days from the date you sent the letter, you may sue the landlord in Small Claims Court. Be sure to bring the checklist, photos and demand letter to court to present as part of your case.

#### **SAMPLE DEMAND LETTER**

**NOTE:** The information *italicized and underlined* should be completed to fit your individual case.

Date

Owner's Name

Owner's Address

Manager/Property Mgmt. Co., if any

Manager/Property Mgmt. Co., address

As you know, until (*date moved out*), I resided in (*address where you moved from*) and regularly paid my rent. When I moved out, I left the unit clean, minus normal wear and tear. I also gave you my new mailing address.

As of today, I have received neither my \$ (*amount of your deposit*) security deposit nor any accounting from you for that money. (**OR:** As of today, I have received a partial refund and I disagree with your withholding of \$ (*amount you disagree with*) to cover damages). Please return \$ (*amount that you claim should be returned*) to me within 10 days of this letter.

If I do not receive my money within 10 days of the date of this letter, I will be forced to file a lawsuit against you for the amount demanded. Please be aware that I know about my rights under California Civil Code Sec. 1950.5. Pursuant to this code section, the court may find that the retention of the deposit is showing bad faith on your part, and if so, the court may order that you pay the amount demanded in addition to (*a \$ amount that is twice the amount of the full deposit*) statutory damages allowed by Sec. 1950.5 (1) of the California Civil Code.

Very truly yours,

*Your signature*

*Address where the money may be mailed to. (Keep a copy for your records)*



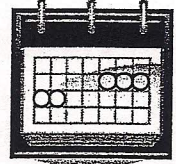
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## **Eviction — The Unlawful Detainer Process**

When the landlord has given you a notice (3-day, 30-day, etc.) and the time in the notice has ended, he/she can file eviction papers with the Courts. This is called an "Unlawful Detainer" Complaint. After the case is filed, the landlord will properly "serve" you with the Complaint and the Summons. **You should seek legal advice immediately.**

You will have **5 calendar days from the date you receive** these papers to respond by filing your own "Answer" with the court. To count the five days in which to file an answer, you do not count the day you are served, day one is the day after you were served, and you have until court closes on the fifth day. Weekends are counted as part of the 5 days unless the last day falls on a weekend day, then you will have the next full court day.



### **What Happens If You Don't Answer?**

Your response to the Unlawful Detainer Complaint is called an "Answer." If you do not file an Answer within 5 calendar days, the landlord may take a default judgment against you. This means that you will lose the case without the chance to go to court and tell your story to the Judge. If a default is entered, the Sheriff will come out and post a "Notice to Vacate" on your door, giving you about 5 days to move out. If you do not move out before the date given in the notice, the Sheriff will physically remove you and lock up your belongings in the premises. If your belongings are locked inside the premises, you will have to pay the storage costs to get back your property, within 15 days.

### **What Happens If You Do Answer?**

If you do file an Answer within the 5 calendar days, you will get a court hearing. The trial will be set within 10 to 20 days from the date you file your Answer. If you win the trial, you will get to stay in the premises. If the court orders you to pay back rent, you will have five days to pay the amount.

### **What Happens If You Lose at Trial?**

If you lose the trial, the landlord can have the Sheriff serve you with a "Notice to Vacate" that will set a date to evict you, usually in about 5 days. If you do not move out within the 5 days, the Sheriff will physically remove you and lock up the premises. If your possessions are locked inside, you may have to pay storage costs (but not back rent) before your property is returned to you. It is best to remove all of your belongings before you vacate the premises.



### **Help is Available!**

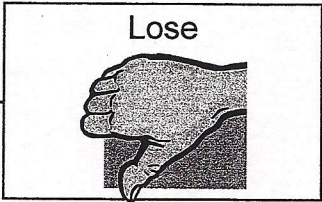
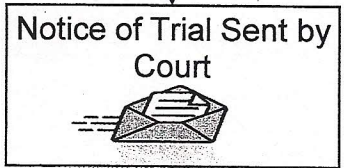
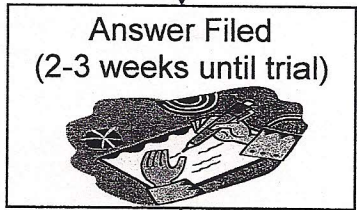
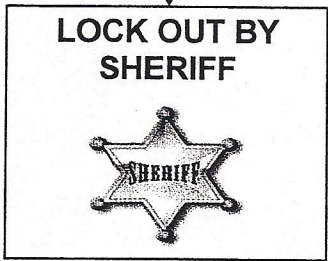
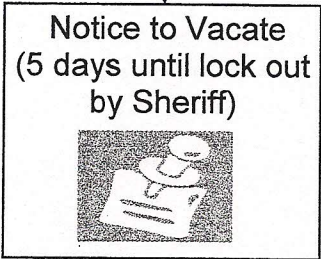
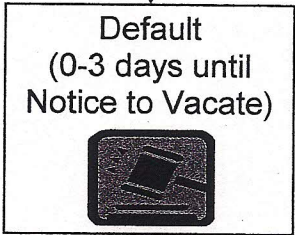
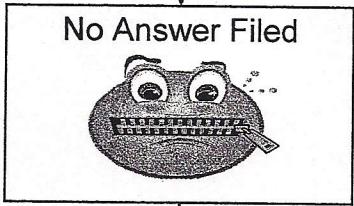
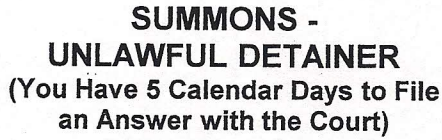
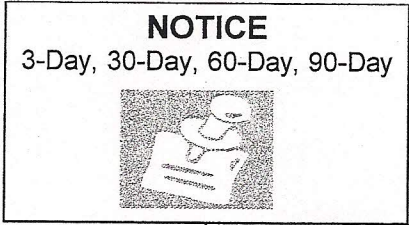
Depending on how a notice or a complaint is served and written, you may have other legal options not discussed here. **You should obtain legal advice** as soon as possible after receiving an eviction notice or papers from your landlord or the Courts.

If you are low-income and cannot afford an attorney, you may call Central California Legal Services, Inc. (559) 570-1200 or 1-800-675-8001, to see if you qualify for FREE legal advice. **DO NOT WAIT - EVERY DAY COUNTS.** The longer you wait, the less chance you have to respond to your case.



*This publication is funded, in part, through a grant from the City of Fresno, County of Fresno and the U.S. Department of Housing and Urban Development (HUD).*







NOTICE OF RENT WITHHOLDING

Date: \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Landlord's address)

Dear \_\_\_\_\_:

This letter is to inform you that the following item(s) at  
\_\_\_\_\_ have not been repaired:  
(your address)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

I gave you notice about these problems in a letter dated  
\_\_\_\_\_. The Health Department/Building  
Department also gave you notice to fix these problems. If the  
repair work is not done within a reasonable time, I will withhold  
my rent beginning \_\_\_\_\_, until the repairs are  
made. (Date)

Please contact me as soon as possible so that we can make any  
necessary arrangements for repairs.

Sincerely,

\_\_\_\_\_  
(Tenant)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone)

house7 5/21/87