Eviction Defense Collaborative

Antonia Bethel, Staff Attorney & Brandon Williams, Senior Litigation Case Worker

Agenda

- Part 1: Provide a general overview of the eviction process
- Part 2: Review hoarding in relation to this general eviction process

Part 1: Provide a general overview of the eviction process

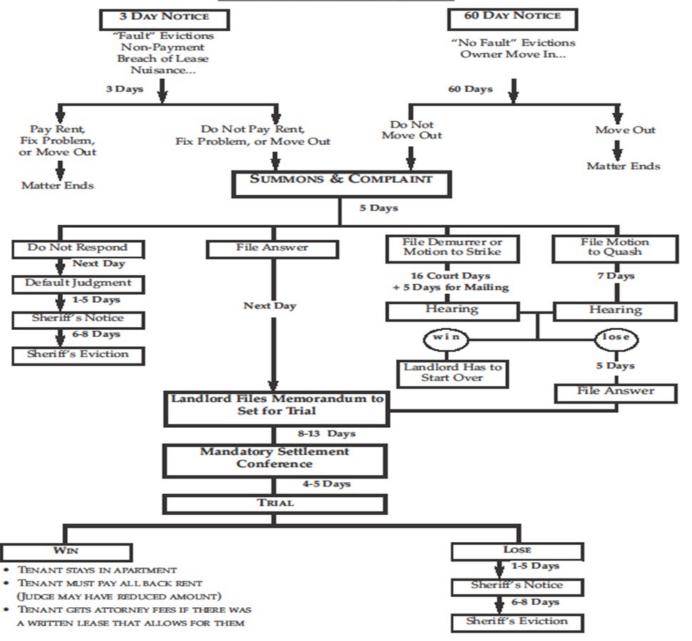
What is an Unlawful Detainer?

- Statutory procedure defined under California Code of Civil Procedure §1161-1179a
- Lawsuit that a landlord must file and win before they can evict a tenant

- Also called an eviction lawsuit

APPENDIX F

EVICTION TIME CHART



Step 1: Eviction Notice Stage

Notice must be WRITTEN

STRICT COMPLIANCE with CCP 1161 notice requirements

Time for compliance begins to run the day after notice is served

THREE DAY NOTICE TO PAY RENT OR QUIT

10: Joseph Resident

AND ALL OTHERS IN POSSESSION:

YOU ARE HERBY NOTIFIED that pursuant to the lease or rental agreement under which you hold the possession of the heroinafter described premises, there is now due and unpaid rent in the total sum of:

One Thousand One Hundred (\$1,100)
representing rem due from March 1st through March 31st

YOU ARE FURTHER NOTIFIED that within Three (3) days after service of this Notice on you, you must pay the amount of said rent in full or quit said premises and deliver up possession of the same to the landlord/agent or the landlord/agent will instante legal proceedings for an unlawful detainer against you to recover possession of said premises, to declare said lease or rental agreement forfeited and to recover rent and damages.

YOU ARE FURTHER NOTHPHD that by this Notice the landlord/agent elects to and does declare a fortisiture of said lease or rental agreement if said rent is not paid in full within the said three (3) days. The premises are located at:

2424 Surray Lane Pt. #3, Los Angeles, CA 90006

Date: 3/26/11 LANDLORD/AGENT Sheila Manager

Person to Pay Surray Lane Place, Inc.

Address to pay 2424 Surray Lane Place, Manager's Office #1

Phone Number (25) YA - VAVE / Payment may be made at any time within the time stated. (Monday through Saturday 8:30 AM through 5:30 PM)

This form was created by The Law Wirth of Dennis P. Block and Associates group evicts 23.com (See Other Forms)

Los Angeles (323) 938-2868 inglescood (310) 673-2996 Eucino (818) 986-3147

Long Beach (562) 434-5000 Pasadena (626) 798-1014 San Bernardino (909) 877-6865

Ventura (805) 653-7264 (Jennye (714) 634-8232 Fax (323) 938-6069 Uax (714) 634-3633

If you need assistance in filling out this form, please consult with an afformey.

Three-Day Notice to Cure or Quit

- For when tenant is in violation of agreement
- "Three days" begins on the first day after service of the notice
- Saturday, Sunday or legal holidays not counted; will extend the three-day period

THREE-DAY NOTICE TO PAY OR QUIT

e (3) days after service of this notice upon the and owing on the premises located at
address), in the amount of
ti
(monthly amount owed)
(monthly amount owed)
(monthly amount owed) (monthly amount owed)
(monthly amount overla)
tice upon you, the total overdue rent
se made payable by cash or check, payable
) and must be delivered to
ord's agent/manager) at
lephone number). He/She will be available to
(days) between the hours of
d to vacate and deliver the premises
I's agent/manager) within three (3) days after
t demanded in this notice or to vacate and
ted above within three (3) days, the
ings against you to 1) declare a forfeiture
r possession of the premises, 3) recover the
s covered by this notice, and 4) recover
premises after the periods covered by this
ant demanded by this notice, the
rental agreement/ lease under which you
(signature)
Landlord's name, address, and phone number

Service of Notice

Notice may be served upon the Tenant in one of three ways:

- → Personally
- → Leaving a copy with a person of suitable age and sending a copy by mail
- →"Nail and mail"

Step 2: The Unlawful Detainer

The court eviction process begins by filing a summons and complaint

Named Defendant(s) must be served a copy of the summons and complaint

The Court will mail out a Notice stating that UD lawsuit has been filed

SUMMONS (CITACION JUDICIAL) UNLAWFUL DETAINER-EVICTION (RETENCION ILICITA DE UN INMUEBLE-DESALOJO)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO): JOSEPH RESIDENT

DOES 1 TO 10 INCLUSIVE

The name and address of the court is:

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE): SUNNY LANES APARTMENTS, INC.

You have 5 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. (To calculate the five days, count Saturday and Sunday, but do not count other court holidays. If the last day tails on a Saturday, Sunday, or a court holiday then you have the next court day to file a written response. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Heip Center (www.courtinia.ca.gow/selfheip), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court client for a few waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprotit legal services program. You can locate these nonprotit groups at the California Legal Services Web site (www.lsw/hepcalifornia.org), the California Courts Online Self-Heip Center (www.courtinto.ca.gov/selfheip), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for walved fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

Tiene SDIAS DE CALENDARIO después de que le entreguen esta citación y papeles legales pará presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. (Para calcular los cinco dias, cuente los sábados y los domingos pero no los otros días feriados de la corte. Si el último día cae en sabado o domingo, o en un día en que la corte este cersada, tiene hasta el próximo día de corte para presentar una respuesta por escrito itene que estar en tormato legal confecto sí desea que procesen su caso en la corte. Es posible que haya un homulado que uster que la para su espuesta. Puede encontrar estos formulados de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucordic.ca.gov), en la biblidicea de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le de un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, direro y bienes sin más adveriencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales girálitos de un programa de servicios legales sin tines de luxor. De une en estito web de California Legal Services, (www.lawhelpcalitomia.org), en el Centro de Ayuda de las Corles de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corle o el colego de abogados boales. AVISC: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$1,0,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la cofte artes de que la corte pueda desechar el caso.

(El monare) anecesion de la conte	coj.	09	II12121		
STANLEY MOSK COURTH 111 N. HILL STREET LOS ANGELES, CA 900 The name, address, and telephon (El nombre, la dirección y el núme	012 de number of plaintiff's attorney, or dero de teléfono del abogado del de	emandante, o del demanda	y, is: ınte que no tiene abogado, es):		
Javier McShady (SBN 1000 WILSHIRE BLVD. LOS ANGELES, CA 900	, Suite 1000	LAW OFFICES OF (213)121-1212	MCSHADY & MCSHADY		
8. (Must be answered in all cases) An unlawful detainer assistant (Bus. & Prof. Code, §§ 6400-6415) 🔲 did not 🔲 did					
for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful					
detainer assistant, complete i tem	6 on the next page.)				
Date:		Clerk, by		, Deputy	
Fecha)		(Secretario)		(Adjunto)	
For proof of service of this summon:	s, use Proof of Service of Summor	ns (form POS-010).)			
Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).					
4 NOTICE TO THE PERSON SERVED: You are served					
BEAL! a. a an individual defendant.					
 as the person sued under the fictitious name of (specify): 					
c. as an occupant					
d.	on behalf of (specify):				
	Cir beriair or (speary).				
	under: CCP 416.10 (corpo		CCP 416.60 (minor)		
	under: CCP 416.10 (corpo CCP 416.20 (defun	nct corporation)	CCP 416.70 (conservatee)		
	under: CCP 416.10 (corpo CCP 416.20 (defun	nct corporation) ciation or partnership)		n)	

Form Adopted for Mandatory Use Judicial Council of California SUM-130 [Rev. July 1, 2009] FSENTIAL FORMS*

by personal delivery on (date):

SUMMONS-UNLAWFUL DETAINER-EVICTION

Code of Civil Procedure, §§ 412.20, 415,458. 1187

ISOLO BARA VISIO DE LA CONTE

The Complaint:

States landlord's basis for the eviction

Eviction Notice must be attached to the complaint, C.C.P. § 1166

Attorneys can use their own pleadings

	UD-100
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):	FOR COURT USE ONLY
— Javier McShady (SBN: 350213)	
LAW OFFICES OF MCSHADY & MCSHADY	
1000 WILSHIRE BLVD., Suite 1000	
LOS ANGELES, CA 90057	
TELEPHONE NO.: (213) 121 - 1212 FAX NO (Optional): (213) 121 - 1213	
E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): SUNNY LANES APARTMENTS, INC.	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES	-
STREET ADDRESS: 111 N. HILL STREET	
MAILING ADDRESS:	
CITY AND ZIP CODE: LOS ANGELES, CA 90012	
BRANCH NAME: CENTRAL	
PLAINTIFF: SUNNY LANES APARTMENTS, INC.	
DEFENDANT: JOSEPH RESIDENT	
X DOES 1 TO 10	
_	CASE NUMBER:
COMPLAINT - UNLAWFUL DETAINER*	09U12121
□ AMENDED COMPLAINT (Amendment Number):	-
Jurisdiction (check all that apply):	•
X ACTION IS A LIMITED CIVIL CASE	
Amount demanded	
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 (che	ck all that apply):
from unlawful detainer to general unlimited civil (possession not in issue)	☐ from limited to unlimited
from unlawful detainer to general limited civil (possession not in issue)	from unlimited to limited
1. PLAINTIFF (name each): SUNNY LANES APARTMENTS, INC.	
1. I built (mane coop. court mane in mane)	
alleges causes of action against DEFENDANT (name each):	
JOSEPH RESIDENT	
_	
2. a. Plaintiff is (1) an individual over the age of 18 years. (4) a a	
(2) a public agency. (5) XI a	corporation.
(3) ather (specify):	
 Description of the property of the p	ess under the fictitious name of (specify):
 Defendant named above is in possession of the premises located at (street address, a 2424 Supply Leng. Place. #3 Leg. Apgelog. Ch. 00006 	pt. no., city, zip code, and county):
2424 Sunny Lane Place #3, Los Angeles, CA 90006	
 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.	
 a. On or about (date): 3/20/2010 defendant (r 	name each):
JOSEPH RESIDENT	•
(1) agreed to rent the premises as a X month-to-month tenancy other ten	
(2) agreed to pay rent of \$ 1,050 payable XI monthly oth	er (specify frequency):
(3) agreed to pay rent on the XI first of the month other day (specify):	
b. This XI written oral agreement was made with	-din interest
	edecessor in interest.
(2) plaintiffs agent. (4) other (spec	ny):
*NOTE: Do not use this form for evictions after sale (Code Civ. Proc., § 1161a).	Page 1 of
Form Approved for Cytlonal Use Justila Countril California UD-100 [Few. July 1, 2065]	Civil Code, § 1940 et s Code at Civil Procedure §§ 425.12, 11 www.countinto.co.
() decision	

How to Respond to an Unlawful Detainer Complaint

Responsive Pleadings

- Answer

- General denial or deny each allegation in the complaint
- Technical and factual defenses
- If in doubt, raise the defense, otherwise it is waived

- Pre-Judgment Claim of Right to Possession

• If tenant is in possession and not named on complaint

- Demurrer

- Plaintiff failed to state a cause of action
- Complaint is unclear

- Motion to Quash Service of the Summons

Improper service of the summons and complaint

Step 3: Filing a Response

5 DAYS to file an answer

Fail to file an answer, a default judgment will be entered and tenant will have to vacate

Answering defendant must claim defense(s) to complaint's allegations

UD-105 T: (213) 891-2880 JAVIER BELTRAN (SBN: 240416) F: (213)891-2888 INNER CITY LAW CENTER 1309 E. 7TH STREET LOS ANGELES, CA 90021 ATTORNEYFOR (Name): JOSEPH RESIDENT NAME OF COURT: SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELE STREET ADDRESS: 111 N. HILL STREET CITY AND ZIP CODE: LOS ANGELES, CA 90012 BRANCH NAME: CENTRAL PLAINTIFF: SUNNY LANES APARTMENTS, INC. DEFENDANT: JOSEPH RESIDENT CASE NUMBER: ANSWER - Unlawful Detainer 09U12121

1. Defendant (names):JOSEPH RESIDENT

answers the complaint as follows:

- 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
- b. X Defendant admits that all of the statements of the complaint are true EXCEPT
 - (1) Defendant claims the following statements of the complaint are false (use paragraph numbers from the complaint or explain):
 - Continued on Attachment 2b(1).
 - Defendant has no information or belief that the following statements of the complaint are true, so defendant denies them (use paragraph numbers from the complaint or explain): 6(a)(2); 6(b); 7(a)(1); 7(b)(1) and (2); 8(a)(3); 10; 11
 - Continued on Attachment 2b(2).
- 3. AFFIRMATIVE DEFENSES (NOTE: For each box checked, you must state brief facts to support it in the space provided at the top of page two (item 3i).)
- a. XX (nonpayment of rent only) Plaintiff has 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 guit expired, defendant

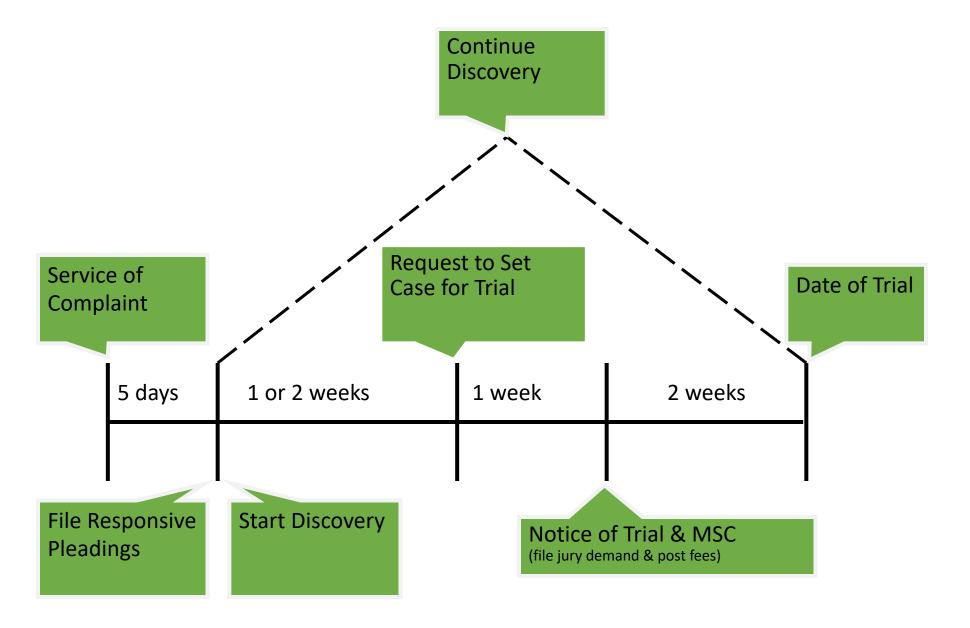
- offered the rent due but plaintiff would not accept it.
- d. Plaintiff waived, changed, or canceled the notice to quit.
- e. X Plaintiff served defendant with the notice to quit or filed the complaint to retaliate against defendant.
- f. By serving defendant with the notice to quit or filing the complaint, plaintiff is arbitrarily discriminating against the defendant in violation of the Constitution or laws of the United States or California.
- a. XI 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): LAMC 151.00 et seq., LOS ANGELES RENT STABILIZATION ORDINANCE

ANSWER - Unlawful Detainer

(Also, briefly state the facts showing violation of the ordinance in item 3j.)

- Plaintiff accepted rent from defendant to cover a period of time after the date the notice to guit expired.
- i. X Other affirmative defenses are stated in item 3j.

Timeline for Trial



Pre-Trial Considerations

- Jury Trial Demand:

- Must be **filed within 5 days** of the Notice of Trial date (C.C.P. § 631(d)(4))
- Jury Fees: \$150 or fee waiver at least 5 days before trial,

- Motion for Summary Judgment (C.C.P. § 437c):

- No triable issue of material fact
- Defendant must show Plaintiff does not have a cause of action
- Filed upon 5 days notice (C.C.P. § 1170.7) and opposition may be filed 1 day before or on hearing day.

- Trial Date:

- Request to Set Case for Trial
- Discovery
- Settlement

Step 4: Settlement

Can happen at any time

If jury demand – Mandatory Judicial Settlement Conference

Resolves the case with certainty – avoids the risk of trial

SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN FRANCISCO 400 MCALLISTER STREET, SAN FRANCISCO, CA 94102-4514

PLAINTIFF (S)

VS. Case Number: CUD-21-668163

NATALLA TENANT et al.

DEPENDANT (S)

Tu: LAHRA L. ATTORNEY, and NAFALIA TENANT

You are hereby notified that the above case has been set for JURY TRIAL on JAN-31-2022 in Dept. 501, 400 MoAllister Street at 9:00 A.M. and set for hearing on the Settlement Calendar on JAN-27-2022 via Zumm at 1.10 ps.

Zoom ID: 828 1308 2339 Zoom Pusscede: 831079

Dial In Number: 1-669-900-6833 (82813082339%) [831079%]

Due to the ungaing Pandemic, the Court is currently allowing remote appearance by Zoom Video Conferencing for Mandatory Settlement Conferences. Remote Appearance(s) by video conference for a Mandatory Settlement Centercuce will be consistent with the Emergency Rules Related to Covid-19 pursuant to Emergency Rule 5(a)(1) use of lerburghogy for remote appearances.

To assure equal access, the San Francisco Superior Court will provide a private space for Pro Sel Litigants whose accessibility to Zoom Video Conferencing is limited. Room 227 will be available for use for your designated time slot Tuesday, Wednesday and Thursday between the hours of 1:15pm to 4:30pm.

MD HONS TO CONTINUE UNLAWFUL DETAINER TRIALS are heard. Minulay thru Friday at 9:30A M in Department 501, 400 MCALLISTER STREET, SAN FRANCISCO, CA 94102-4514. You are required to bring a copy of the complaint and answer to your trial and any schoolafed settlement conference.

DATED: JAN-12-2022 Charles F. Haines
Judicial Officer

Form 003073

Settlement Options

"Behave and Stay"

- Possible use of rental assistance program
- Possible repair schedule agreement

Move Out Plan

- Tenant agrees to vacate by a certain date
- "Buy-out" sometimes the Landlord will provide relocation payment if Tenant agrees to move out sooner
- Avoids judgment of eviction on Tenant's record

Trial - After the Court's Ruling

If Tenant wins:

- Tenant will not have to move and pay back rent
- Landlord may be ordered to pay court costs

If Landlord wins:

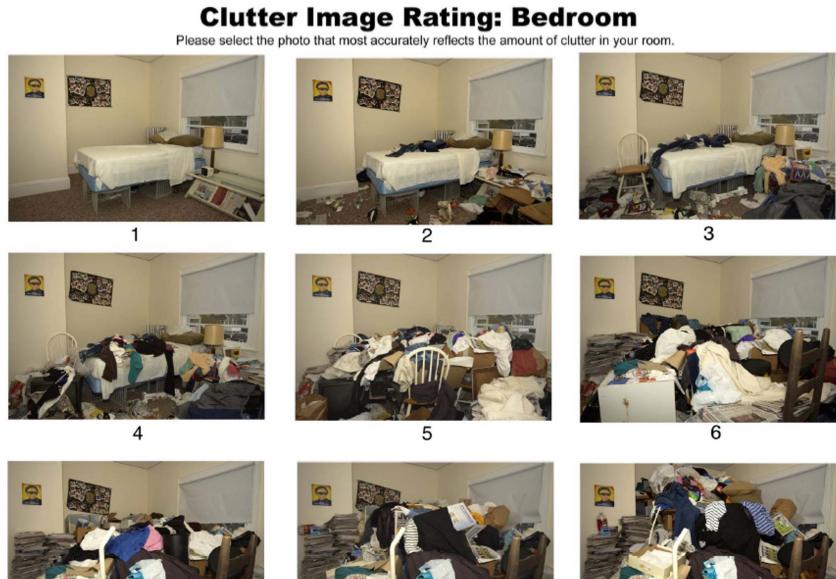
- Court issues Writ of Possession
- Service of Writ and posting of 5 day Notice to Vacate
- Sheriff will remove all occupants

Part 2: Review hoarding in relation to this general eviction process

DEFENDING EVICTIONS BASED ON ALLEGATIONS OF HOARDING & CLUTTERING

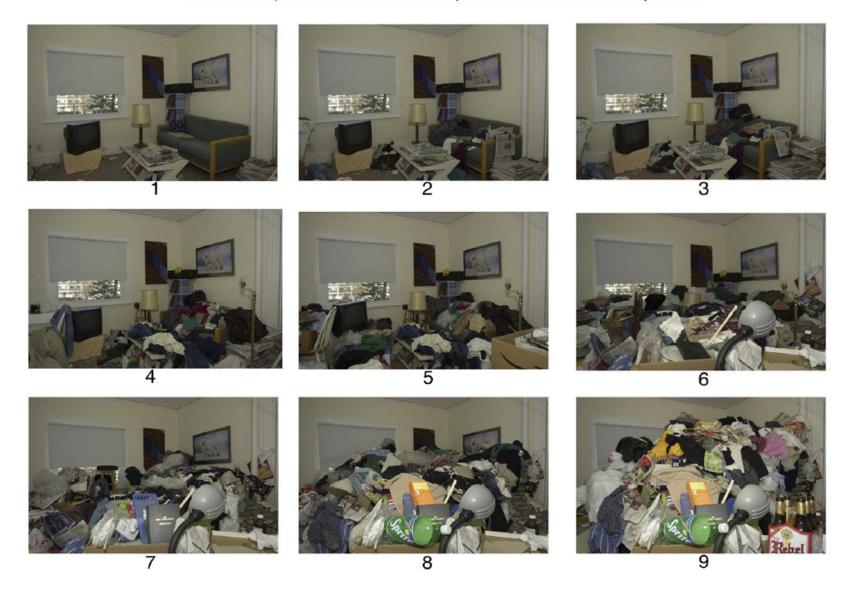






Clutter Image Rating: Living Room

Please select the photo below that most accurately reflects the amount of clutter in your room.



Clutter Image Rating Scale: Kitchen

Please select the photo below that most accurately reflects the amount of clutter in your room.



Basis for Eviction

CCP §1161(4) - Nuisance

Rent Ordinance 37.9(a)(3) - Nuisance

DPH Citation issued - SEC. 581. PROHIBITED PUBLIC HEALTH NUISANCES

Calif. Fire Code 304.1 Waste Accumulation Prohibited

Combustible waste material creating a fire hazard shall not be allowed to accumulate in buildings or structures or upon premises. Also: 18" - 24" from ceiling.

LEASE VIOLATIONS

Section 10(b) of HUD's Model Lease for Subsidized Housing states in part: "b. The Tenant agrees to: (1) keep the unit clean;

Section 15 of HUD's Model Lease for the Section 202 Program

Hoarding Disorder

Hoarding is in fact a mental health disability as outlined in the *Diagnostic and Statistical Manual of Mental Disorders Fifth Edition* and should be accommodated as such.

The Reasonable Accommodation D.A.N.C.E.

DISABILITY

Does the tenant have a disability as defined by fair housing laws?

ACCOMMODATION

Is the tenant requesting an accommodation of the housing provider's rules or practices?

NECESSARY

Is the accommodation necessary *because of* the tenant's disability?

COST

Does the accommodation impose an undue financial or administrative cost on the housing provider?

• **E**FFECT

Would the accommodation effect a fundamental change in the housing provider's business?

Reasonable accommodation

- A change in policies, practices, rules or procedures
- Necessary because of the tenant's disability for full and equal use and enjoyment of unit

Can be requested at any stage of the tenancy:

- Application stage
- During tenancy
- Eviction

LL's can't ask if a tenant needs a reasonable accommodation, but they can let all tenants know they are available.

Important first steps

- Submit a reasonable accommodation request in Writing (bonus points if Dr. support)
- Get Help! San Francisco Mental Health Association Peer Response Team, relatives, social services, APS, IHSS, community groups
- Get Before Pictures (Attorney work product)
- Get Progress Pictures
- Get After Pictures

MISC. Contacts

- One time deep clean through Self Help for the Elderly 415-677-7618
- APS referral tricky for lawyers
- IHSS if they are recipients of MediCal
- Cleaneriffic 415-820-7230
- Clutter Free Organizing Services 415-346-3205
- Fairy Clean 415-322-1011
- Hope House Clean (60 and no IHSS) 415-677-7595
- SF-MHA Peer Response Team 415-421-2926
- If supportive housing case workers can be helpful

Q&A