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Mary Catherine Wiederhold is a graduate of the University of California, Berkeley where she received a B.A. in English. She received her J.D. from the University of San Francisco School of Law. She is a real estate litigator. She concentrates in representing residential tenants in disputes with landlords.

She is on the Board of Directors for Queen's Bench in San Francisco. Mary Catherine is also the membership co-chair for the San Francisco Lawyer's Club Inns of Court, the chair for San Francisco Tenant Attorneys, a member of the San Francisco Trial Lawyer's Association, and a member of the Bar Association of San Francisco.

She writes articles for the Queen's Bench newsletter as well a monthly column for a San Francisco community newsletter.

Mary Catherine received the Bar Association of San Francisco's 2010 Housing Justice award for her outstanding pro bono work.

## **AIDS LEGAL REFERRAL PANEL EVICTION DEFENSE TRAINING**

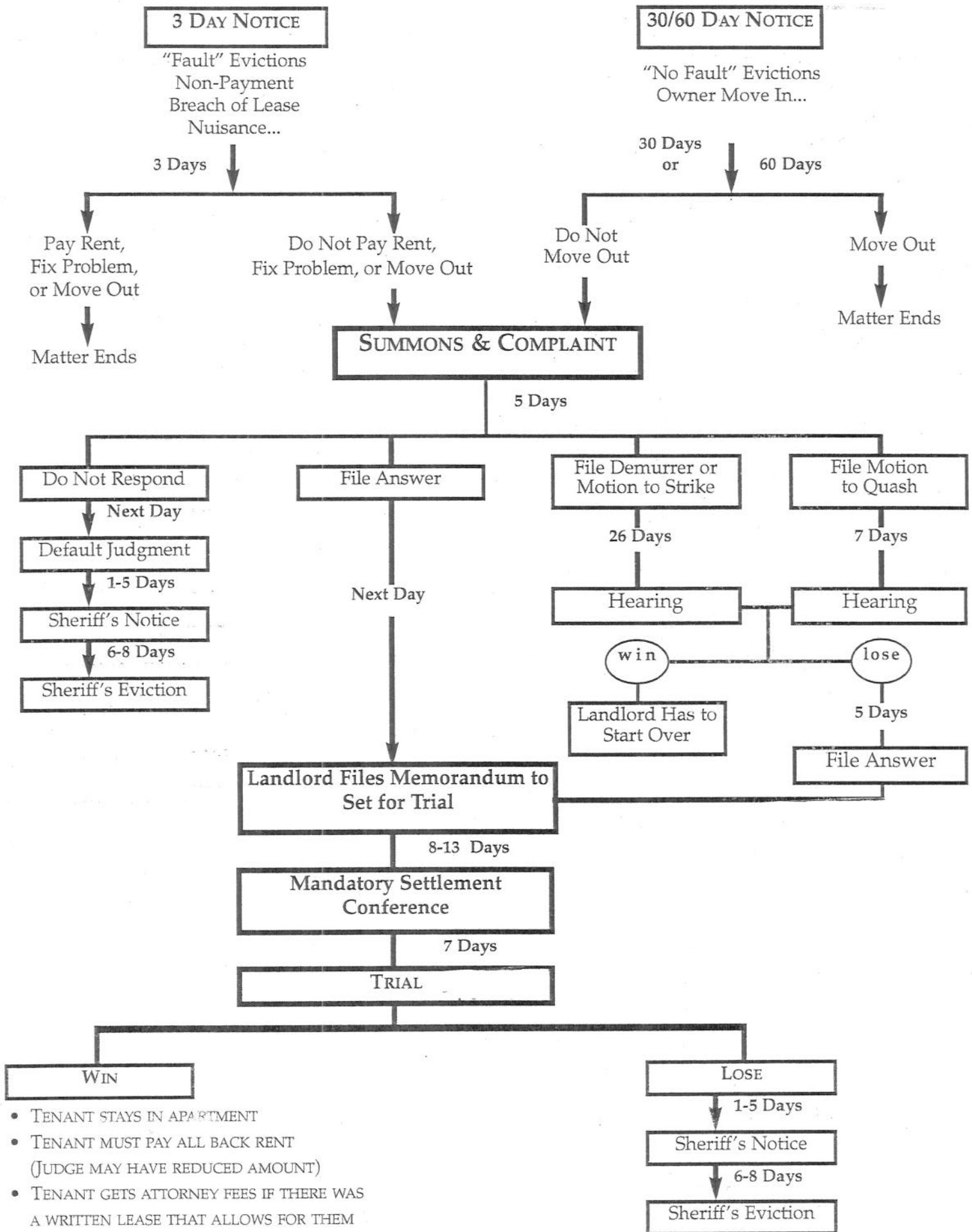
October 26, 2011

- I. Types of Housing
  - A. Rent Control
  - B. Subsidized Housing
    - 1. San Francisco Housing Authority
    - 2. Project Based subsidies
    - 3. Section 8 voucher program
- II. Notices to Quit (See Exhibit A.)
  - A. Rent Control considerations
  - B. Nonpayment of Rent
  - C. Habitual late payment
  - D. Subletting
  - E. Nuisance
  - F. Owner Move-In
- III. Overview of an unlawful detainer case
  - A. What is your theory of the case
  - B. What is client's theory of the case
  - C. What are client's goals
  - D. Prejudgment right of claim to possession
- IV. Responses to Unlawful Detainer Complaint
  - A. Eviction Defense Collaborative
  - B. Responsive motions in lieu of an answer
  - C. Answer (See Exhibit B.)
- V. Discovery (See Exhibit C.)
  - A. Why and under what circumstances it can be useful
  - B. Non discovery investigation methods
  - C. Depositions
  - D. Motions to compel Discovery
- VI. Settlement (See Exhibit D.)

- A. What happens at the Settlement Conference
  - B. Different Approaches to Settlement
  - C. The Settlement Agreement
  - D. Problems
  - E. Follow through
- VII. Trial
  - A. Trial Briefs, Jury Instructions, Motions in Limine
  - B. Trial Resources
- VIII. Affirmative Lawsuits
  - A. Wrongful Eviction
  - B. Other types
- IX. References
  - A. ALRP Attorneys
  - B. Pro Bono.net
  - C. Rutter Guides and CEB book on Landlord-Tenant/Eviction Defense

## **EXHIBIT A**

# EVICTIION TIME CHART



## **EXHIBIT B**

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address):		TELEPHONE NO:	<b>FOR COURT USE ONLY</b> <b>FILED</b> Superior Court of California County of San Francisco JUN 10 2011 CLERK OF THE COURT BY: <i>[Signature]</i> Deputy Clerk
ATTORNEY FOR (Name):			
NAME OF COURT:	Superior Court of California, County of San Francisco		
STREET ADDRESS:	400 McAllister Street, Room 103		
MAILING ADDRESS:			
CITY AND ZIP CODE:	San Francisco, CA 94102		
BRANCH NAME:	Limited Jurisdiction		
PLAINTIFF:			
DEFENDANT:			
<b>ANSWER—Unlawful Detainer</b>			CASE NUMBER:

## 1. Defendant (names):

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 than \$1,000.
- b. ☐ Defendant admits that all of the statements of the complaint are true EXCEPT  
 (1) Defendant claims the following statements of the complaint are false (use paragraph numbers from the complaint or explain):

☐ Continued on Attachment 2b (1).

- (2) 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):

☐ 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 3j)).

- a. ☒ (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 quit expired, defendant offered the rent due but plaintiff would not accept it.
- d. ☒ Plaintiff waived, changed, or canceled the notice to quit.
- e. ☒ Plaintiff served defendant with the notice to quit or filed the complaint to retaliate against defendant.
- f. ☒ By serving defendant with the notice to quit or filing the complaint, plaintiff is arbitrarily discriminating against the defendant in violation of the Constitution or laws of the United States or California.
- g. ☒ Plaintiff's demand for possession violates the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage):  
 San Francisco Residential Rent Stabilization and Arbitration Ordinance, June 1979, as amended  
 (Also, briefly state the facts showing violation of the ordinance in item 3j.)
- h. ☒ Plaintiff accepted rent from defendant to cover a period of time after the date the notice to quit expired.
- i. ☒ Other affirmative defenses are stated in item 3j.

PLAINTIFF (Name):	CASE NUMBER:
DEFENDANT (Name):	

## 3. AFFIRMATIVE DEFENSES (cont'd)

j. Facts supporting affirmative defenses checked above (identify each item separately by its letter from page one):

(1) ☒ All the facts are stated in Attachment 3j. (2) ☐ Facts are continued in Attachment 3j.

## 4. OTHER STATEMENTS

- a. ☐ Defendant vacated the premises on (date):
- b. ☐ The fair rental value of the premises alleged in the complaint is excessive (explain):

c. ☐ Other (specify):

## 5. DEFENDANT REQUESTS

- a. that plaintiff take nothing requested in the complaint.
- b. costs incurred in this proceeding.
- c. ☒ reasonable attorney fees.
- d. ☐ that plaintiff be ordered to (1) make repairs and correct the conditions that constitute a breach of the warranty to provide habitable premises and (2) reduce the monthly rent to a reasonable rental value until the conditions are corrected.
- e. ☐ Other (specify):

6. ☒ Number of pages attached (specify): 2**UNLAWFUL DETAINER ASSISTANT (Business and Professions Code sections 6400- 6415)**7. (Must be completed in all cases) An unlawful detainer assistant ☒ did not ☐ did for compensation give advice or assistance with this form. (If defendant has received any help or advice for pay from an unlawful detainer assistant, state:

a. Assistant's name:

b. Telephone No.:

c. Street address, city, and ZIP:

d. County of registration:

e. Registration No.:

f. Expires on (date):


\_\_\_\_\_  
(TYPE OR PRINT NAME)
  
 \_\_\_\_\_  
 (SIGNATURE OF DEFENDANT OR ATTORNEY)
\_\_\_\_\_  
(TYPE OR PRINT NAME)
  
 \_\_\_\_\_  
 (SIGNATURE OF DEFENDANT OR ATTORNEY)

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

**VERIFICATION**

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the defendant in this proceeding and have read this answer. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)
  
 \_\_\_\_\_  
 (SIGNATURE OF DEFENDANT)



CASE NAME:

3.a. Plaintiff, \_\_\_\_\_, has not performed his obligations under the rental agreement in ways that include, but are not limited to breach of the warranty of habitability by not making needed repairs and breached the covenant of quiet enjoyment. Defects exist at the premises including, but not limited to, substandard electric power, defective gas heater, faulty security at front door, U.S. Mail carrier is regularly blocked from entry. Plaintiff has had actual or constructive notice of the defects but has failed to make needed repairs.

3.d. \_\_\_\_\_ waived or changed or canceled the notices to quit through conduct, misconduct, and statements, true and false. \_\_\_\_\_ has issued several, serial, superseding, contradictory and confusing Notices constituting waivers and estoppels.

3.e. \_\_\_\_\_ served Defendant with notices to quit or filed the Complaint in order to retaliate against Defendant because Defendant exercised his rights in ways that include but are not limited to contacting a government agency regarding the premises, prosecuting claims for payment of the debt owed by

3.f. \_\_\_\_\_ knows that defendant was recently injured and disabled and is arbitrarily discriminating against defendant on that account. Plaintiff has not made reasonable accommodation of Defendant's disability.

3.g. The subject premises are subject to the San Francisco Residential Rent Stabilization and Arbitration Ordinance and Plaintiff has failed to comply with the requirements of the Rent Ordinance in ways that include but are not limited to Plaintiff's dominant motive not being one allowed by the Rent Ordinance, used tactics, threats, and coercion barred by the Rent Ordinance, and services have been decreased without a corresponding decrease in rent.

3.h. \_\_\_\_\_ induced defendant \_\_\_\_\_, to perform for him substantial commercial contractor services, and promised to pay for those services and costs of materials advanced by defendant. \_\_\_\_\_ experienced severe financial losses, including losing ownership of the property where defendant performed contractor services. \_\_\_\_\_ offered defendant the tenancy at issue herein to satisfy his debt to defendant, accepting as prepayment of rent retirement of the substantial debt he owed to defendant for contractor services. \_\_\_\_\_ accounted for rent payments by providing monthly statements deducting rent from the prepaid balance. Defendant has never made a monthly payment of rent - all rent was prepaid and deducted from the prepaid amount on a monthly basis. There is at this time a substantial balance of prepaid rent.

3.i. \_\_\_\_\_ is involved in United States bankruptcy proceedings and has admitted misrepresenting the nature of this rental transaction and the debt to defendant that was retired by way of prepayment of rent. \_\_\_\_\_ is perpetrating a fraud on the U.S. Bankruptcy Court and on the San Francisco Superior Court.

ATTACHMENT 3j

CASE NO.:

CASE NAME:

3.i. [redacted] has perpetrated acts which violate the California Rules of Professional Conduct which act as a bar to this action, and has and is otherwise acting in bad faith.

3.i. [redacted] using this action to frustrate the purpose and intent of the prior agreements and of the rental agreement.

3.i. [redacted] has waited too long to bring action and make certain allegations in the Complaint. The doctrine of laches applies.

3.i. The Complaint fails to allege facts sufficient to state a cause of action.

3.i. The Complaint alleges causes of action barred by statutes of limitation including, but not limited to, contract damages and injury to property.

3.i. [redacted] induced Defendant to enter into a rental agreement by means of fraud.

## **EXHIBIT C**

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

TELEPHONE NO.:

FAX NO. (Optional):

E-MAIL ADDRESS (Optional):

ATTORNEY FOR (Name):

SUPERIOR COURT OF CALIFORNIA, COUNTY OF

SHORT TITLE OF CASE:

**FORM INTERROGATORIES—GENERAL**

CASE NUMBER:

Asking Party:

Answering Party:  
Set No.:**Sec. 1. Instructions to All Parties**

(a) Interrogatories are written questions prepared by a party to an action that are sent to any other party in the action to be answered under oath. The interrogatories below are form interrogatories approved for use in civil cases.

(b) For time limitations, requirements for service on other parties, and other details, see Code of Civil Procedure sections 2030.010–2030.410 and the cases construing those sections.

(c) These form interrogatories do not change existing law relating to interrogatories nor do they affect an answering party's right to assert any privilege or make any objection.

**Sec. 2. Instructions to the Asking Party**

(a) These interrogatories are designed for optional use by parties in unlimited civil cases where the amount demanded exceeds \$25,000. Separate interrogatories, *Form Interrogatories—Limited Civil Cases (Economic Litigation)* (form DISC-004), which have no subparts, are designed for use in limited civil cases where the amount demanded is \$25,000 or less; however, those interrogatories may also be used in unlimited civil cases.

(b) Check the box next to each interrogatory that you want the answering party to answer. Use care in choosing those interrogatories that are applicable to the case.

(c) You may insert your own definition of **INCIDENT** in Section 4, but only where the action arises from a course of conduct or a series of events occurring over a period of time.

(d) The interrogatories in section 16.0, Defendant's Contentions—Personal Injury, should not be used until the defendant has had a reasonable opportunity to conduct an investigation or discovery of plaintiff's injuries and damages.

(e) Additional interrogatories may be attached.

**Sec. 3. Instructions to the Answering Party**

(a) An answer or other appropriate response must be given to each interrogatory checked by the asking party.

(b) As a general rule, within 30 days after you are served with these interrogatories, you must serve your responses on the asking party and serve copies of your responses on all other parties to the action who have appeared. See Code of Civil Procedure sections 2030.260–2030.270 for details.

(c) Each answer must be as complete and straightforward as the information reasonably available to you, including the information possessed by your attorneys or agents, permits. If an interrogatory cannot be answered completely, answer it to the extent possible.

(d) If you do not have enough personal knowledge to fully answer an interrogatory, say so, but make a reasonable and good faith effort to get the information by asking other persons or organizations, unless the information is equally available to the asking party.

(e) Whenever an interrogatory may be answered by referring to a document, the document may be attached as an exhibit to the response and referred to in the response. If the document has more than one page, refer to the page and section where the answer to the interrogatory can be found.

(f) Whenever an address and telephone number for the same person are requested in more than one interrogatory, you are required to furnish them in answering only the first interrogatory asking for that information.

(g) If you are asserting a privilege or making an objection to an interrogatory, you must specifically assert the privilege or state the objection in your written response.

(h) Your answers to these interrogatories must be verified, dated, and signed. You may wish to use the following form at the end of your answers:

*I declare under penalty of perjury under the laws of the State of California that the foregoing answers are true and correct.*

(DATE)

(SIGNATURE)

**Sec. 4. Definitions**

Words in **BOLDFACE CAPITALS** in these interrogatories are defined as follows:

(a) (Check one of the following):

- ☐ (1) **INCIDENT** includes the circumstances and events surrounding the alleged accident, injury, or other occurrence or breach of contract giving rise to this action or proceeding.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):   	<b>UNLAWFUL DETAINER ASSISTANT</b> (Check one box): An unlawful detainer assistant <input type="checkbox"/> did <input type="checkbox"/> did not for compensation give advice or assistance with this form. (If one did, state the following): ASSISTANT'S NAME: ADDRESS:  TEL. NO.: COUNTY OF REGISTRATION: REGISTRATION NO.: EXPIRES (DATE):		
ATTORNEY FOR (Name): <b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF:</b>			
SHORT TITLE:			
<table border="1"> <tr> <td data-bbox="164 520 1032 667"> <b>FORM INTERROGATORIES—UNLAWFUL DETAINER</b>   <b>Asking Party:</b>   <b>Answering Party:</b>   <b>Set No.:</b> </td> <td data-bbox="1032 520 1459 667">         CASE NUMBER:       </td> </tr> </table>		<b>FORM INTERROGATORIES—UNLAWFUL DETAINER</b>  <b>Asking Party:</b>  <b>Answering Party:</b>  <b>Set No.:</b>	CASE NUMBER:
<b>FORM INTERROGATORIES—UNLAWFUL DETAINER</b>  <b>Asking Party:</b>  <b>Answering Party:</b>  <b>Set No.:</b>	CASE NUMBER:		

### Sec. 1. Instructions to All Parties

(a) These are general instructions. For time limitations, requirements for service on other parties, and other details, see Code of Civil Procedure sections 2030.010-2030.410 and the cases construing those sections.

(b) These interrogatories do not change existing law relating to interrogatories nor do they affect an answering party's right to assert any privilege or objection.

### Sec. 2. Instructions to the Asking Party

(a) These interrogatories are designed for optional use in unlawful detainer proceedings.

(b) There are restrictions that generally limit the number of interrogatories that may be asked and the form and use of the interrogatories. For details, read Code of Civil Procedure sections 2030.030-2030.070.

(c) In determining whether to use these or any interrogatories, you should be aware that abuse can be punished by sanctions, including fines and attorney fees. See Code of Civil Procedure section 128.7.

(d) Check the box next to each interrogatory that you want the answering party to answer. Use care in choosing those interrogatories that are applicable to the case.

(e) Additional interrogatories may be attached.

### Sec. 3. Instructions to the Answering Party

(a) An answer or other appropriate response must be given to each interrogatory checked by the asking party. Failure to respond to these interrogatories properly can be punished by sanctions, including contempt proceedings, fine, attorneys fees, and the loss of your case. See Code of Civil Procedure sections 128.7 and 2030.300.

(b) As a general rule, within five days after you are served with these interrogatories, you must serve your responses on the asking party and serve copies of your responses on all other parties to the action who have appeared. See Code of Civil Procedure sections 2030.260-2030.270 for details.

(c) Each answer must be as complete and straightforward as the information reasonably available to you permits. If an interrogatory cannot be answered completely, answer it to the extent possible.

(d) If you do not have enough personal knowledge to fully answer an interrogatory, say so, but make a reasonable and good faith effort to get the information by asking other persons or organizations, unless the information is equally available to the asking party.

(e) Whenever an interrogatory may be answered by referring to a document, the document may be attached as an exhibit to the response and referred to in the response. If the document has more than one page, refer to the page and section where the answer to the interrogatory can be found.

(f) Whenever an address and telephone number for the same person are requested in more than one interrogatory, you are required to furnish them in answering only the first interrogatory asking for that information.

(g) Your answers to these interrogatories must be verified, dated, and signed. You may wish to use the following form at the end of your answers:

*I declare under penalty of perjury under the laws of the State of California that the foregoing answers are true and correct.*

(DATE)

(SIGNATURE)

### Sec. 4. Definitions

Words in **BOLDFACE CAPITALS** in these interrogatories are defined as follows:

(a) **PERSON** includes a natural person, firm, association, organization, partnership, business, trust, corporation, or public entity.

(b) **PLAINTIFF** includes any **PERSON** who seeks recovery of the **RENTAL UNIT** whether acting as an individual or on someone else's behalf and includes all such **PERSONS** if more than one.

## **EXHIBIT D**

1 Your Name (SBN 123456)  
Your Address  
2 San Francisco, CA 94109  
Telephone: (415) 123-4567  
3 Facsimile: (415) 891-1234

4 Attorney for Defendants  
MISS HAVISHAM  
5 ESTELLA

6  
7  
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO  
10 LIMITED CIVIL JURISDICTION  
11

12 \_\_\_\_\_,  
13 Plaintiff,  
14 v.  
15 \_\_\_\_\_,  
16 Defendant.  
17  
18  
19

No. CUD-11-

**CONDITIONAL STIPULATION FOR  
DISMISSAL OR ENTRY OF JUDGMENT**

20 Plaintiff \* (hereafter "Plaintiff") and Defendant \* (hereafter "Defendants") enter into the  
21 following settlement agreement in the above-entitled action with reference to the real property  
22 located at \*, San Francisco, California, together with all attendant garage, storage and common  
23 areas (hereafter, "premises").

- 24 1. Each term of this settlement agreement is considered material by the parties.  
25 2. Defendants waive any right to seek a stay of eviction, unless otherwise provided  
26 for herein.  
27 3. In the event Defendant vacates pursuant to this agreement, Defendants' security  
28 deposits, including interest thereon, in the amount of \$\* shall be returned according to California

1 state law.

2 4. Each side to bear his or her own attorneys fees unless otherwise stated herein. In  
3 the event any action is brought to enforce the terms of this settlement agreement, the prevailing  
4 party shall recover from the other(s) attorneys fees and costs associated with entry and  
5 enforcement of judgment.

6 5. Each party releases the other from all claims, demands and causes of action arising  
7 out of Defendant's tenancy at the premises, unless otherwise expressly stated herein. Plaintiff  
8 expressly reserves the right to assert claims for damages to the premises. Defendants expressly  
9 reserve all rights in the event plaintiff fails to comply with the terms of the notice terminating  
10 tenancy.

11 6. Nothing contained herein shall be construed as an admission by any party hereto  
12 of any liability of any kind to any other party or to any other entity.

13 7. In case any provision of this settlement agreement shall be invalid, illegal, or  
14 unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in  
15 any way be affected or impaired thereby.

16 8. This settlement agreement constitutes the entire agreement and understanding  
17 between the parties concerning the subject matter hereof, and supersedes and replaces all prior  
18 negotiations, proposed agreements, and agreement, written and oral, relating hereto. Each of the  
19 undersigned parties acknowledges that no other party nor any agent or attorney of any other party  
20 has made any promise, representation, or warranty whatever, expressed or implied, not contained  
21 herein concerning the subject matter hereof to induce it to execute this settlement agreement.

22 9. This settlement agreement may be executed in counterparts, and when each party  
23 has signed and delivered at least one such counterpart, each counterpart shall be deemed an  
24 original, and taken together shall constitute one and the same agreement, which shall be binding  
25 and effective as to all parties.

26 10. Defendants, and each of them, agreed to vacate the promises by 5 p.m. on or  
27 before \*. "Vacate" means to leave the premises free of all occupants, personal possession and  
28 debris, and to deliver, all keys and garage door openers, if any, to Plaintiff or Plaintiff's agent



1 during normal business hours, on or before the agreed move-out date and time.

2 \*\*\*\*\*

3 12. Plaintiff agrees to pay to defendants \$\* at the time of return of possession to the  
4 plaintiff. Plaintiff agrees to waive all rents due and owing from \* to \*.

5 13. Defendants represent, covenant and declare under penalty of perjury, that they are  
6 the only adults occupying the premises. Any other occupants at the premises are merely visitors,  
7 guests or invitee, said occupants, if any, are not tenants and have not paid rent to Defendants or  
8 any other individual.

9 14. Defendant shall not commit a nuisance, defined as engaging in any behavior which  
10 substantially interferes with the comfort, safety or quiet enjoyment of the tenants in the building.  
11 A total of three separate incidents of nuisance as defined herein and sworn to by at least two  
12 witnesses for each incident, will be considered evidence that Defendant has breached this  
13 settlement agreement, and Plaintiff shall be entitled to judgment pursuant to the procedure in  
14 paragraph \*\*.

15 15. Defendant shall not \*\*\*\*. Any incidence of Defendant \*\*\* shall be considered  
16 a breach of this settlement agreement and Plaintiff shall be entitled to judgment pursuant to the  
17 procedure in paragraph \*\*.

18 16. No judgment shall be entered and a dismissal of this action with prejudice will be  
19 filed by Plaintiff by \*\*, so long as Defendants, and each of them, are not in default with respect  
20 to any provision of this settlement agreement. If Defendants, and each of them, fail to make  
21 payment as agreed herein, Plaintiff may move for entry of the stipulated judgment set forth herein  
22 and for reasonable attorney's fees and costs at an *ex parte* hearing upon 72 hours actual notice to  
23 Defendant's attorney of record, with all pleadings, declarations and other evidence of alleged  
24 breach to be presented to Defendant's attorney at least 48 hours prior to the *ex parte* hearing.  
25 The parties agree that any pleadings, declarations or other evidence of alleged breach not  
26 presented to Defendant's attorney at least 48 hours prior to the *ex parte* hearing shall not be  
27 admissible.

28 If Plaintiff fails to dismiss the action with prejudice within the time provided in this

1 paragraph, Defendant may move for dismissal of this action with prejudice and for reasonable  
2 attorney's fees and costs at an *ex parte* hearing upon 72 hours actual notice to Plaintiff's attorney  
3 of record.

4  
5  
6 DATED: \_\_\_\_\_ By \_\_\_\_\_  
7 \*

Defendant

8 DATED: \_\_\_\_\_ By \_\_\_\_\_  
9 \*

Plaintiff

10 Approval as to form:

11 DATED: \_\_\_\_\_ By \_\_\_\_\_  
12 Your Name  
13 Attorney for Defendants \*

14 DATED: \_\_\_\_\_ By \_\_\_\_\_  
15 \*

Attorney for Plaintiff

1 \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_  
5  
6  
7  
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 CITY AND COUNTY OF SAN FRANCISCO  
10 COURT OF LIMITED JURISDICTION  
11

12 \_\_\_\_\_ )  
13 Plaintiff, )  
14 vs. )  
15 \_\_\_\_\_ )  
16 Defendants. )  
17 \_\_\_\_\_ )

Case No.

STIPULATION FOR ENTRY OF JUDGMENT  
OR DISMISSAL OF ACTION  
(Pay and Stay)

18  
19 Plaintiff(s)  
20 and Defendant(s)

21 stipulate to the following:

22 1. This matter shall be stayed through \_\_\_\_\_, except that  
23 Plaintiff(s) may bring an "Ex Parte Motion for Entry of Judgment" before that date if, and  
24 only if, Defendant(s) has failed to comply with the provisions of Paragraphs 2 or 3 below.

25 //

26  
27 Stipulation for Entry of Judgment or Dismissal of Action  
28

1 2. Defendant(s) shall make the following payments of back rent in the amount of  
 2 \_\_\_\_\_ for the period of \_\_\_\_\_ on each of the dates listed by [list  
 3 acceptable forms of payment] \_\_\_\_\_.

4 [Initial one] This amount

5 1. \_\_\_\_\_ does

6 2. \_\_\_\_\_ does not include a reduction for habitability defects at the  
 7 premises.

8 Date Payment is Due Amount of Payment

9 \_\_\_\_\_

10 \_\_\_\_\_

11 \_\_\_\_\_

12 \_\_\_\_\_

13 \_\_\_\_\_

14 \_\_\_\_\_

15 \_\_\_\_\_

16 \_\_\_\_\_

17 \_\_\_\_\_

18 \_\_\_\_\_

19 The term "due" means that the payment will have been received by Plaintiff(s) within three  
 20 days of the date the payment is due. Payments made to Plaintiff(s) at the following address:

21 \_\_\_\_\_

22 3. In addition to the above payments of back rent, until, the date listed in Paragraph 1,  
 23 Defendant(s) shall pay their regular monthly rent of \_\_\_\_\_ on the \_\_\_\_\_ of each  
 24 month unless that day is a Sunday or a holiday, in which case the rent shall be due on the next

25

26

2

27 Stipulation for Entry of Judgment or Dismissal of Action

28

1 business day. The terms "due means that the payment will have been received by Plaintiff(s)  
2 within three days of the date the payment is due. Plaintiff(s) does not waive his/her right to  
3 impose rent increases permitted under the San Francisco Residential Rent Stabilization and  
4 Arbitration Ordinance during the period of this agreement.

5 4. The "Ex Parte Motion for Entry of Judgment" authorized by Paragraph 1 shall be upon 72  
6 hours written notice to Defendant(s). The notice shall be served by personal delivery to  
7 Defendant(s) at \_\_\_\_\_; or  
8 by facsimile at \_\_\_\_\_. The

9 "Ex Parte Motion for Entry of Judgment" shall be supported by declarations which state all  
10 facts which support the motion. At the hearing on the "Ex Parte Motion for Entry of  
11 Judgment" Defendant(s) may present written and oral evidence opposing the motion. If the  
12 Court finds that Defendant(s) has violated Paragraph 2 or 3 above, then judgment may be  
13 entered for Plaintiff(s) for possession of the premises located at

14 \_\_\_\_\_  
15 and any unpaid rent and daily damages through the date of entry of judgment.

16 //

17 //

18 //

19 //

20 //

21 //

22

23

24

25

26

27 Stipulation for Entry of Judgment or Dismissal of Action

28

1

2 5. Plaintiff(s) agrees to make the following repairs by the corresponding dates. If these  
 3 repairs are not made, Defendant(s) may deduct the agreed upon value from the following  
 4 month's rent payment:

5 <u>Repair</u>	<u>Date</u>	<u>Monthly Value if Repair is Not Completed</u>
6 _____	_____	
7 _____	_____	
8 _____	_____	
9 _____	_____	
10 _____	_____	
11 _____	_____	

12 6. Each party shall bear their own costs and attorneys' fees incurred herein.

13 7. The parties acknowledge that Plaintiff(s) is holding security deposits and last month's rent  
 14 in the amount of \_\_\_\_\_ and interest on the deposits in the amount of  
 15 \_\_\_\_\_. Should judgment be entered for Plaintiff(s) as provided in Paragraph 4 above,  
 16 then:

17 [Initial one]:

18 a. \_\_\_\_\_ The deposits and interest will be applied to any unpaid rent  
 19 and any balance remaining shall be paid by Plaintiff(s) to Defendant(s) within  
 20 days of Defendant vacating the premises.

21 b. \_\_\_\_\_ The deposits and interest will be returned pursuant to law.

22 8. If Defendant(s) make all of the payments required by Paragraphs 2 and 3 above, then  
 23 Plaintiff(s) shall file a dismissal with prejudice of this action within 15 days after the date  
 24 specified in Paragraph 1. Should Plaintiff(s) fail to file the dismissal in a timely manner,

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27 Stipulation for Entry of Judgment or Dismissal of Action

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1 Defendant(s) may upon 72 hours written notice to Plaintiff(s) counsel make an ex parte  
2 application to the Court to have the case dismissed.

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4 \_\_\_\_\_ Date: \_\_\_\_\_  
Plaintiff(s)

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6 \_\_\_\_\_ Date: \_\_\_\_\_  
Defendant(s)

7

8

9 Approved as to form:

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10 \_\_\_\_\_ Date: \_\_\_\_\_  
Attorney for Plaintiff(s)

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12 \_\_\_\_\_ Date: \_\_\_\_\_  
Attorney for Defendant(s)

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14 \_\_\_\_\_ Date: \_\_\_\_\_  
Judge Pro Tem:

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27 Stipulation for Entry of Judgment or Dismissal of Action

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6  
7 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
8 CITY AND COUNTY OF SAN FRANCISCO  
9 COURT OF LIMITED JURISDICTION  
10

11 \_\_\_\_\_ ) Case No.  
12 Plaintiff(s), )  
13 vs. ) STIPULATION FOR ENTRY OF JUDGMENT  
14 ) OR DISMISSAL OF ACTION  
15 Defendant(s). ) (Move out agreement)  
16

17 Plaintiff(s)

18 and Defendant(s)

19 stipulate to the following:

20 1. Plaintiff(s) shall be awarded restitution of the premises located at  
21 \_\_\_\_\_

22 San Francisco, California;

23 2. Defendant(s) agree to vacate the premises on or before \_\_\_\_\_;

24 3. Should Defendant(s) vacate the premises on or before the date specified in Paragraph 2

25 Plaintiff shall waive recovery of all unlawful detainer damages and unpaid rent through that

26 date and pay to Defendant(s) \$ \_\_\_\_\_ by certified funds or cashiers check on  
27



1 \_\_\_\_\_ date;

2 4. Should Defendant(s) fail to vacate the premises on or before the date specified in  
3 Paragraph 2., above, Plaintiff(s) may upon ex parte application to the Court have judgment for  
4 possession entered and money judgment of \_\_\_\_\_;

5 5. Plaintiff(s) shall provide any prospective landlords who make inquiry regarding  
6 Defendant(s)' tenancy with [initial one]:

7 a. \_\_\_\_\_ favorable

8 b. \_\_\_\_\_ neutral

9 references on behalf of Defendant(s).

10 6. The parties acknowledge that Plaintiff(s) is holding security deposits and last month's rent  
11 in the amount of \_\_\_\_\_ and interest on the deposits in the amount of  
12 \_\_\_\_\_.

13 [Initial one]:

14 a. \_\_\_\_\_ The deposits and interest will be paid by Plaintiff(s) to  
15 Defendant(s) within \_\_\_\_\_ days of Defendant vacating the premises.

16 b. \_\_\_\_\_ The deposits and interest will be returned pursuant to law.

17 c. \_\_\_\_\_ The deposits and interest are forfeited by Defendant(s);

18 7. Each party shall bear their own costs and attorneys' fees incurred herein;

19 8. If Defendant(s) vacate the premises on or before the date specified in Paragraph 2 above,  
20 then Plaintiff(s) shall file a dismissal with prejudice of this action within 5 days after  
21 Defendant(s) vacates.

22 \_\_\_\_\_ Date: \_\_\_\_\_  
23 Plaintiff(s)

24 \_\_\_\_\_ Date: \_\_\_\_\_  
25 Defendant(s)

26 Approved as to form:

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

Attorney for Plaintiff(s)

Attorney for Defendant(s)

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

Judge Pro Tem: \_\_\_\_\_

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