



Quality Housing • Ethics • Professionalism



August 20, 2021

Judicial Council of California  
455 Golden Gate Avenue  
San Francisco, California 94102  
Via E-Mail to [anne.ronan@jud.ca.gov](mailto:anne.ronan@jud.ca.gov)

## Re: Proposed New and Revised Forms to Implement AB 832

Dear Members of the Judicial Council:

The California Apartment Association (CAA) is the largest statewide rental housing trade association in the country, representing more than 50,000 single family and apartment owners and operators who are responsible for nearly two million affordable and market rate rental housing units throughout California. CAA's mission is to promote fairness and equality in the rental of residential housing and to promote and aid in the availability of high-quality rental housing in California. CAA represents its members in legislative, regulatory, judicial, and other state and local forums.

As a preliminary matter, CAA thanks the Judicial Council and staff for their work on these forms to implement AB 832, particularly given the short timeframes for doing so.

CAA offers the following comments on the proposed revised and new forms:

### Unlawful Detainer Forms

#### Form UD-101: Plaintiff's Mandatory Cover Sheet and Supplemental Allegations- Unlawful Detainer

In **Section 2(b)**, there is a missing word: "This action is based, in whole or in part, on an alleged default in payment of rent or other charges.

**Section 3(c)(2)(a)** refers to a "three-day notice to pay rent or quit." However, AB 843 refers to "the three-day notice underlying the complaint." period (Code of Civ. Proc. § 1179.11 (a)(2)(B)(ii)). Since AB 832 covers not only rent – but other financial obligations, the three-day notice may be a three-day notice to perform conditions/covenants or quit, served under Code of Civ. Proc. § 1161(3), as result a result of the tenant's failure to pay non-rent charges such as for utilities, parking or storage, or to pay the landlord for damage to the unit as required by the rental agreement. CAA recommends that the language from the statute be used.

**Section 7(d)** refers to "rent due." However, Code of Civ. Proc. § 1179.03(g)(2)(B) requires payment of 25% of the "transition rental payment demanded." This term is not limited to rent – rather it includes rent and other financial obligations of the tenant under the tenancy that came due during the transition period. CAA recommends that subsection 7(d) refer to "rent or other financial obligations" as in the heading for Section 7.

### **UD-105 Answer-Unlawful Detainer**

**Section 3(n)(2)** refers to translation of the “statutorily required notice to quit as required by statute.” However, Code of Civ. Proc. § 1179.10(a)(2)(D) requires a translation of the notice text in subparagraph (C), not the entire three-day notice. CAA recommends that Section 3(n)(2) be revised as follows:

Plaintiff did not ~~translate the statutorily~~ include a translation of the required notice text in the notice to quit, as required by statute.

**Section 3(r)**’s scope is overbroad Code of Civ. Proc. § 1179.04.5’s prohibition on application of security deposits to COVID-19 rental debt and application of payments to prospective rent does not apply to a landlord’s application of the deposit or payments prior to the provision’s effective date of January 29, 2021. CAA recommends that Section 3(r) be revised as follows:

On or after January 29, 2021, Plaintiff improperly applied payments made by defendants...

### **Small Claims Court Forms**

#### **SC-100 Plaintiff’s Claim and Order to Go to Small Claims Court**

The first bullet in the “Instructions for the person suing” states that the form should not be used “for an action for recovery of COVID-19 rental debt as defined under Code of Civil Procedure section 1179.02”. CAA requests that the definition of that term be included in the instructions, rather than requiring the plaintiff to look up the definition in the Code of Civil Procedure.

#### **SC 500 Plaintiff’s Claim and ORDER to Go to Small Claims Court (COVID-19 Rental Debt)**

CAA requests that the definition of COVID-19 rental debt be included in the box at the top of the form rather than requiring the plaintiff to look up the definition in the Code of Civil Procedure.

#### **SC-500-INFO COVID-19 Rental Debt in Small Claims Court**

CAA requests that “repair costs for damage to the unit” be added to the examples of what can constitute COVID-19 rental debt in the first question.

On page 3, the last question, “Who can look at your case file?” addresses the masking requirements imposed by Code of Civ. Proc. § 1161.2.5. That code section refers to a “resident of the premises for which COVID-19 rental debt is owed,” not a person who lives “at the property” for which COVID-19 rental debt is owed, as is stated in the third bullet. The masking provision does not allow any person who lives at the property (*i.e.*, in another unit in the same building) to look up their neighbor’s court records. The use of premises in this provision refers to the specific rental unit where rent was unpaid.

**Civil Court Forms**

**PLD-C-500 Complaint-Recovery of COVID-19 Rental Debt**

This form is designed for use when the plaintiff is only seeking COVID-19 rental debt. AB 832 does not require a plaintiff to separate COVID-19 rental debt from other rental debt that may be owed to the landlord. CAA has heard from many of its members that tenants have outstanding balances that include rent due as far back October 2019, which would likely be sought in any action filed in Civil Court. Similarly, landlords may have claims for amounts due on or after October 1, 2021. This form should accommodate any claims that can be appropriately joined in an action to recover COVID-19 Rental Debt.

**PLD-C-505 Answer-Recovery of COVID-19 Rental Debt**

**Section 4(e)(1)** allows the tenant to allege that the landlord improperly demanded late fees. Civ. Code § 1942.9 prohibits landlords from charging or attempting to collect late fees *for COVID-19 rental debt*. As commented above, a landlord may have claims for other time periods that are not subject to this limitation. CAA recommends that this provision be revised as follows:

- (1) The amount demanded includes late fees on ~~rent or other financial obligations~~ COVID-19 Rental Debt as defined under Code Civ. Pro. Section 1179.02.

Thank you for your consideration of our comments and suggestions. Please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,

**California Apartment Association**



By

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Education, Policy and Compliance Counsel