

# FastEvict.com / Law Group

## WE BUY COURT JUDGMENTS!!

Telephone: (800) 686-8686 • Facsimile: (800) 675-5002

Website: [www.fastevict.com/evictions](http://www.fastevict.com/evictions) • Email: [intake@fastevict.com](mailto:intake@fastevict.com)

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### Always Represented by an Attorney

**If you're shopping please keep in mind our fees include: Attorney representation, court filing fees, sheriff fees, prejudgment claim and preparation of the 585 money judgment.**

(ask us about special pricing not including sheriff's fee)

Thank you for inquiring about our services. We offer an array of services to Landlords, Mobile Home Park Owners, Commercial Real Estate Managers and REO Managers.

When you have an unwanted tenant, we can start with the preliminary notices or Reprimand Letter and handle your case all the way through the Court's paperwork and to the Sheriff's lockout. We can also obtain relief from bankruptcy if needed. We even offer collection and small claims services. We are also one of the few companies represented by an in-house attorney and highly trained paralegals/law clerks. We are a law firm, not a typing service.

We handle a high volume of these cases on a daily basis. We are constantly updating with the changes in the law and in judges preferences as required. Our goal of keeping up with technology is also a plus when it comes to keeping you updated on your case(s).

Enclosed is a forms packet for your review. We have been in business since 1979 and handle cases for the entire state of California.

If you have multiple managers or agents, we will be happy to cater a lunch with a short informational seminar, with a question and answer period to follow.

Should you have any further questions, please do not hesitate to call. We would be happy to be of service.

Sincerely,

FastEvict.com / Law Group

Services we provide:

- FREE review of Documents (Notice Included)
- Full Attorney Representation From the Start
- Eviction's include:
  - Pre-Judgment Claim (Removal of Extra Persons)
  - Writ of Possession
  - Sheriff Lockout
  - Money Judgment After Lockout
- Different Types of Evictions We Process:
  - RENT CONTROL
  - SECTION 8
  - Unauthorized Occupant
  - Squatters
  - RV Eviction
  - Mobile Homes
  - Commercial
  - REO/Foreclosure
  - Code Enforcement
  - Police Reports
  - Breach of Lease
  - Nuisance
  - And More
- We Accept cases by Email or Fax

# FastEvict.com / Law Group

474 W Orange Show Rd. San Bernardino, California 92408  
 Telephone: (800) 686-8686 • (909) 889-2000 • Facsimile: (800) 675-5002 • (909) 889-3900  
 Website: www.fastevict.com/evictions • Email: intake@fastevict.com

3 DAY PAY     3 DAY QUIT     30 DAY     60 DAY     FORECLOSURE     OTHER

**PLEASE ANSWER ALL QUESTIONS.**

**Any error could result in a dismissal or significant delay in your case which may result in additional costs / fees.**

**OWNERS INFORMATION:**

PAYMENT FOR NOTICE ONLY

CREDIT CARD #:

EXP Date:

CVV2:

CREDIT CARD BILLING ADDRESS:

NAME ALL INDIVIDUAL OWNERS OF THE PROPERTY:

RELATION TO PROPERTY IS: OWNER, MANAGER, SUBTENANT?

HOW IS THE RENTAL / SUBJECT PROPERTY HELD? TRUST? LLC? CORP? PARTNERSHIP? INDIVIDUAL? SUBLEASE? OTHER?

BUSINESS/TRUST AND TRUSTEE NAME:

DO YOU NEED A BUSINESS LICENSE? YES  - NO  COUNTY OR STATE BUSINESS IS REGISTERED IN:

HAS TITLE OR OWNERSHIP RECENTLY CHANGED? YES  - NO  HAS MANAGEMENT RECENTLY CHANGED? YES  --- NO

IS YOUR PROPERTY SUBJECT TO RENT CONTROL? YES  - NO  DO YOU NEED A CITY BUSINESS LICENSE? YES  --- NO

IN WHICH COUNTY IS THE SUBJECT PROPERTY RECORDED? LA, SB, OC, SD, VEN., S. BARBARA, KERN, IMP.

OWNERS ADDRESS:

DOES TENANT KNOW THIS ADDRESS? YES  --- NO

CITY:

STATE:

ZIP CODE:

FAX NUMBER:

CELL PHONE:

ALT NUMBER:

EMAIL:

**\*\*FAILURE TO REVEAL HABITABILITY ISSUES NOW, COULD RESULT IN A POSSIBLE LOSS OF YOUR CASE!!!!\*\***

**TENANTS INFORMATION:**

ADDRESS WHERE TENANT PAY RENT TO | DIRECT DEPOSIT INFO:

EVICTON ADDRESS:

ALT MAILING ADDRESS /POBOX/ DOOR #

DESCRIPTION OF PROPERTY:

TENANT NAMES/ALL OCCUPANTS OVER 18:

CURRENT MONTHLY RENT: \_\_\_\_\_ DUE DATE: \_\_\_\_\_ SECURITY DEPOSIT: \_\_\_\_\_

LATE RENT FEE: \_\_\_\_\_ PARAGRAPH OF LEASE: \_\_\_\_\_

DOES YOUR TENANT RECEIVE SECTION 8 OR HOUSING ASSISTANCE OR ANY KIND OF RENTAL ASSISTANCE? YES  --- NO

IF YES WHAT IS SECTION 8'S PORTION? \_\_\_\_\_ AND THE TENANTS PORTION? \_\_\_\_\_

IS ANY TENANT ON ACTIVE DUTY IN THE MILITARY? YES  --- NO

IF YOU HAVE NO WRITTEN AGREEMENT OR LOST IT, WHAT DATE DID YOUR TENANTS MOVE IN?

HAS THE AGREEMENT CHANGED SINCE MOVE IN?

**\*\*ATTORNEY FEES CAN ONLY BE AWARDED WITH A WRITTEN AGREEMENT\*\***

<b>3 Day Notice Breakdown</b>			Have there been any habitability complaints made by the tenants within the last 6 months? YES <input type="checkbox"/> --- NO <input type="checkbox"/>
<b>**YOU CANNOT ASK FOR MORE THAN 12 MONTHS OF RENT**</b>			HAVE YOU FILED A PREVIOUS CASE AGAINST THE OCCUPANTS? YES <input type="checkbox"/> --- NO <input type="checkbox"/>
<b>EXAMPLE: RENT DUE ON 1<sup>ST</sup> OF MONTH</b>			HAVE YOU SERVED ANY OTHER NOTICES? YES <input type="checkbox"/> --- NO <input type="checkbox"/>
<b>RENT RATE IS \$1,500.00</b>			HAVE THE OCCUPANTS GIVEN YOU ANY NOTICES? YES <input type="checkbox"/> - NO <input type="checkbox"/>
Amount \$1500.00	Start Date January 1 <sup>st</sup> , 1999	End Day January 31 <sup>st</sup> , 1999	Have you received notices or citations from Code Enforcement or the City? YES <input type="checkbox"/> --- NO <input type="checkbox"/>
Have you re-verified employment/Income YES <input type="checkbox"/> --- NO <input type="checkbox"/> We can serve notice and summons at place of employment			<b>If So attach receipts and documentation of repairs made</b>
PLEASE STATE EACH RENTAL PERIOD RENT IS OWED FOR			<b>WHAT IS THE DATE YOU WERE LAST IN THE PROPERTY?</b>
Amount	Start Date	End Day	<b>For 30/60 Day Notice cases: Have you accepted rent after the Notice Expires period? YES <input type="checkbox"/> --- NO <input type="checkbox"/></b>
			<b>Do you want protection against unknown tenants (Arietta)?</b>
			YES <input type="checkbox"/> --- NO <input type="checkbox"/> If yes, please fax a copy of the most recent rent increase: <b>Verbal Rent Increases are not Valid</b> and you may have a problem if the tenant never paid the increased amount.
			<b>Have there been any rent increases</b> --- YES <input type="checkbox"/> NO <input type="checkbox"/>
Description of Tenant(s):			<b>Manger / Agent Information (If Applicable) for Owner</b>
NAME:			Name:
Age	Hair	Height	Weight
Name:			Phone:
Age	Hair	Height	Weight
Name:			Email:
Age	Hair	Height	Weight
			Address:
			City/State/Zip:

**\*THE NOTICE WILL REMAIN PROPERTY OF FASTEVICT.COM / LAW GROUP, NO PROOF OF SERVICE WILL BE CREATED UNTIL THE FILING OF THE EVICTION.**

Form Courtesy Of FastEvict.com / Law Group

# FastEvict.com / Law Group

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(ask us about special pricing not including sheriff's fee)

### NEW EVICTION DOCUMENT CHECKLIST

FROM: \_\_\_\_\_

PHONE # \_\_\_\_\_ FAX# \_\_\_\_\_

EMAIL: \_\_\_\_\_

RE: \_\_\_\_\_ V. \_\_\_\_\_

Landlord  
(Owner/Apt. Complex Name)

Tenant(s) / Occupant(s)

EVICTION ADDRESS: \_\_\_\_\_

Enclosed please find the following:

- \_\_\_\_\_ Eviction Take Sheet
- \_\_\_\_\_ Notice served to tenant(s)
- \_\_\_\_\_ Proof of Service of Notice
- \_\_\_\_\_ Rental Agreement
- \_\_\_\_\_ Rental Application
- \_\_\_\_\_ Rent Increase(s)
- \_\_\_\_\_ Credit Card Authorization
- \_\_\_\_\_ Supporting Documents (ie. pictures, receipts, witnesses, police reports)

# NOTICE TO ENTER DWELLING

(CC1954)

Pursuant to California Civil Code Section 1954, Owner does hereby give notice to:

\_\_\_\_\_, and

all persons in occupancy of the premises located at:

\_\_\_\_\_, California

that owner, owner's agent or owner's employees will enter said premises on or about

the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, during

normal business hours \_\_\_\_\_

for the reason set forth in the checked (X) numbered item below:

- \_\_\_\_\_ 1. To make necessary or agreed repairs
- \_\_\_\_\_ 2. Decorations
- \_\_\_\_\_ 3. Alterations or improvements
- \_\_\_\_\_ 4. Supply necessary or agreed services
- \_\_\_\_\_ 5. To exhibit the dwelling unit to prospective or actual purchasers
- \_\_\_\_\_ 6. To exhibit the dwelling unit to prospective mortgagers
- \_\_\_\_\_ 7. To exhibit the dwelling unit to prospective tenants
- \_\_\_\_\_ 8. To exhibit the dwelling unit to workmen or contractors
- \_\_\_\_\_ 9. Pursuant to Court Order
- \_\_\_\_\_ 10. To inspect watered or liquid-filled furniture
- \_\_\_\_\_ 11. To inspect any area where the tenant is engaging in personal agriculture pursuant to Civil Code Section 1940.10
- \_\_\_\_\_ 12. To install, repair, test, and/or maintain the smoke detector and/or carbon monoxide detector
- \_\_\_\_\_ 13. In case of abandonment/surrender
- \_\_\_\_\_ 14. Other: \_\_\_\_\_

DATED: \_\_\_\_\_ 20 \_\_\_\_\_

PHONE # \_\_\_\_\_

EMAIL \_\_\_\_\_

If you are a Landlord/Owner and Have Any Questions Call Us at (800) 686-8686

Form Courtesy of FastEvict.com; fci d

PLAINTIFF <i>(Name)</i> : _____ DEFENDANT <i>(Name)</i> : _____	CASE NUMBER: _____
--	-----------------------

15.  Declarant requests a judgment on behalf of plaintiff for:  
 a.  A money judgment as follows:

(1)	<input type="checkbox"/>	Past-due rent <i>(item 6b)</i>	\$
(2)	<input type="checkbox"/>	Holdover damages <i>(item 12d)</i>	\$
(3)	<input type="checkbox"/>	Attorney fees <i>(item 13)*</i>	\$
(4)	<input type="checkbox"/>	Costs <i>(item 14)</i>	\$
(5)	<input type="checkbox"/>	Other <i>(specify)</i> :	\$
(6)		<b>TOTAL JUDGMENT</b>	\$

\*  Attorney fees are to be paid by *(name)* only.

- b.  Possession of the premises in item 2 *(check only if a clerk's judgment for possession was not entered)*.  
 c.  Cancellation of the rental agreement.  Forfeiture of the lease.

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 DECLARANT)

**Summary of Exhibits**

16.  Exhibit 4b: Original rental agreement.
17.  Exhibit 4c: Copy of rental agreement with declaration and order to admit the copy.
18.  Exhibit 5d: Copy of notice of change in terms.
19.  Exhibit 5e: Original agreement for change of terms.
20.  Exhibit 5f: Copy of agreement for change in terms with declaration and order to admit copy.
21.  Exhibit 6d: Original or copy of the notice to quit under item 6a *(MUST be attached to this declaration if it is not attached to original complaint)*.
22.  Exhibit 8b: Original or copy of proof of service of notice in item 6a *(MUST be attached to this declaration if it is not attached to original complaint)*.
23.  Other exhibits *(specify number and describe)*:

Law Offices of H.G. Long & Associates

FastEvict.com / Law Group

Attorney at Law

474 W Orange Show Rd. San Bernardino, California 92408

Telephone: (800) 686-8686 • Facsimile: (800) 675-5002 • Website: www.fastevict.com • Email: intake@fastevict.com

**UNLAWFUL DETAINER ATTORNEY-CLIENT RETAINER AGREEMENT AND CREDIT CARD AUTHORIZATION**

ATTN: \_\_\_\_\_ TODAY'S DATE \_\_\_\_\_

DEFENDANT'S NAME \_\_\_\_\_ CELL #: \_\_\_\_\_ WORK #: \_\_\_\_\_

Client, \_\_\_\_\_, hereby retains H. G. Long & Assoc. as his/her/its attorney in the Unlawful Detainer matter concerning the eviction property located: \_\_\_\_\_

**Client hereby acknowledges and agrees that Attorney's representation of client shall not include any obligation to settle, negotiate, obtain a waiver of, or represent client in any matter or claim that the opposing party may have or may hereafter raise against client in any affirmative action/related action filed by said party unless the client executes a separate retainer agreement.**

Client shall pay the sum of \$ \_\_\_\_\_ for an uncontested eviction/collection case. Said sum shall include attorney fees and all court costs, including the Sheriff's Fee f. **All advance fees and costs for an uncontested eviction are non-refundable once the Unlawful Detainer action is prepared and filed.**

In the event the opposing party files a response and the matter is set for trial client agrees to pay attorney the sum of \$250.00 to (fees subject to change depending on filing court; call for details) for an appearance at trial for the first hour. If the trial or court appearance takes more than one hour client agrees to pay the additional sum of \$250.00 to (fees subject to change depending on filing court; call for details) for each additional hour. Client agrees to pay the sum of \$450.00 for the preparation of any motion and/or for the preparation of an opposition to any motion, as required, expect Motions for Summary Judgment. Client also agrees to pay the sum of \$250.00 to (fees subject to change depending on filing court, call for details) H.G.Long & Associates to appear at any motion.

Client also agrees to pay the sum of \$350.00 for each set of discovery, including but not limited to, form interrogatories, request for production of documents, request for admissions and special interrogatories that may be required in the eviction matter. Client also agrees to pay the sum of \$350.00 for the preparation a response to each set of discovery that may be propounded by the opposing party. Additionally, if the opposing party requests a jury trial client agrees to pay the sum of **\$2,400.00** for pre-trial preparation, payable upon the receipt of a demand for jury trial, and \$2,000.00 per day for trial after the jury is selected.

If client fails to pay the fees required by this agreement client understands that attorney will not be required to send the Writ of Possession to the Sheriff's Department.

**Subject to certain exceptions, attorney-client communications are privileged and confidential. Without waiving this privilege or confidentiality, Client hereby authorizes Attorney, in its judgment and discretion for the best interests of the Client, to communicate concerning the Engagement or the Client with other parties or professionals for the benefit of Client, including, but not limited to, any third party that has agreed to pay attorney fees and costs for this eviction case**

Dated: \_\_\_\_\_ Client/Landlord Signature \_\_\_\_\_ Client/Landlord Cell # \_\_\_\_\_

**Pursuant to CC1954, Client must have made reasonable attempt to enter dwelling within the last 6 months. If any money is accepted after service of the notice FastEvict.com must be notified forthwith.**

**Credit Card Authorization**

I, \_\_\_\_\_ authorize FastEvict.com to charge my credit card indicated below for payment of any and all services required to be completed in my Eviction Process. I understand that I will receive advance notice of the charge via telephone or email.

Cardholder Name \_\_\_\_\_ Credit Card Billing Address \_\_\_\_\_

**Street Address, City, State & Zip Required**

Card type \_\_\_\_\_ Account # \_\_\_\_\_

Expiration Date \_\_\_\_\_ CVV CODE \_\_\_\_\_ CLIENT'S EMAIL \_\_\_\_\_ FAX No \_\_\_\_\_

I understand that by executing this credit authorization form I am paying for legal services and I authorize FastEvict.Com to handle the entire Civil, Small Claims, or Eviction and Collection process as set forth in the Retainer Agreement. I also understand that once FastEvict.com has rendered the services agreed upon that there are no refunds. I also understand that this authorization shall remain in full force and effect until canceled in writing and I agree to notify FastEvict.com in writing of any changes to my account information or termination of this authorization at least 15 days prior.

This authorization is for the type of services indicated in the retainer agreement. I certify that I am an authorized user of this credit card and that I will not dispute the authorized payments with my credit card company.

**I also understand that if I dispute the charges that I have authorized and FastEvict.com has to contest that dispute that I will be responsible for any fees and costs incurred by FastEvict.com to contest that credit card dispute at the rate of \$250.00 per hour plus actual costs.**

Dated: \_\_\_\_\_ Signed \_\_\_\_\_ Print Name \_\_\_\_\_

Due to your credit card company's refund policy, FastEvict.com will be deducting 4% from the total amount of the refund along with a \$50.00 processing fee.

\*Uncontested Residential Evictions over \$10K or Uncontested Commercial Evictions over 20K please call for pricing.

\*\*THE NOTICE WILL REMAIN PROPERTY OF FASTEVICT.COM/LAW GROUP NO PROOF OF SERVICE WILL BE CREATED UNTIL FILING OF EVICTION\*\*

FASTEVICT.COM HAS THE RIGHT TO REFUSE SERVICE TO ANYONE

**VERIFICATION**

**STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO**

I have read the foregoing SUMMONS AND COMPLAINT FOR UNLAWFUL DETAINER

\_\_\_\_\_ and know its contents.

**CHECK APPLICABLE PARAGRAPHS**

I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I am  an Officer  a partner \_\_\_\_\_  a \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason.  I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.  The matters stated in the foregoing document are true of my own knowledge, except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I am one of the attorneys for \_\_\_\_\_

\_\_\_\_\_ a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on \_\_\_\_\_, at SAN BERNARDINO, California.

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

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Signature

# FastEvict.com / Law Group

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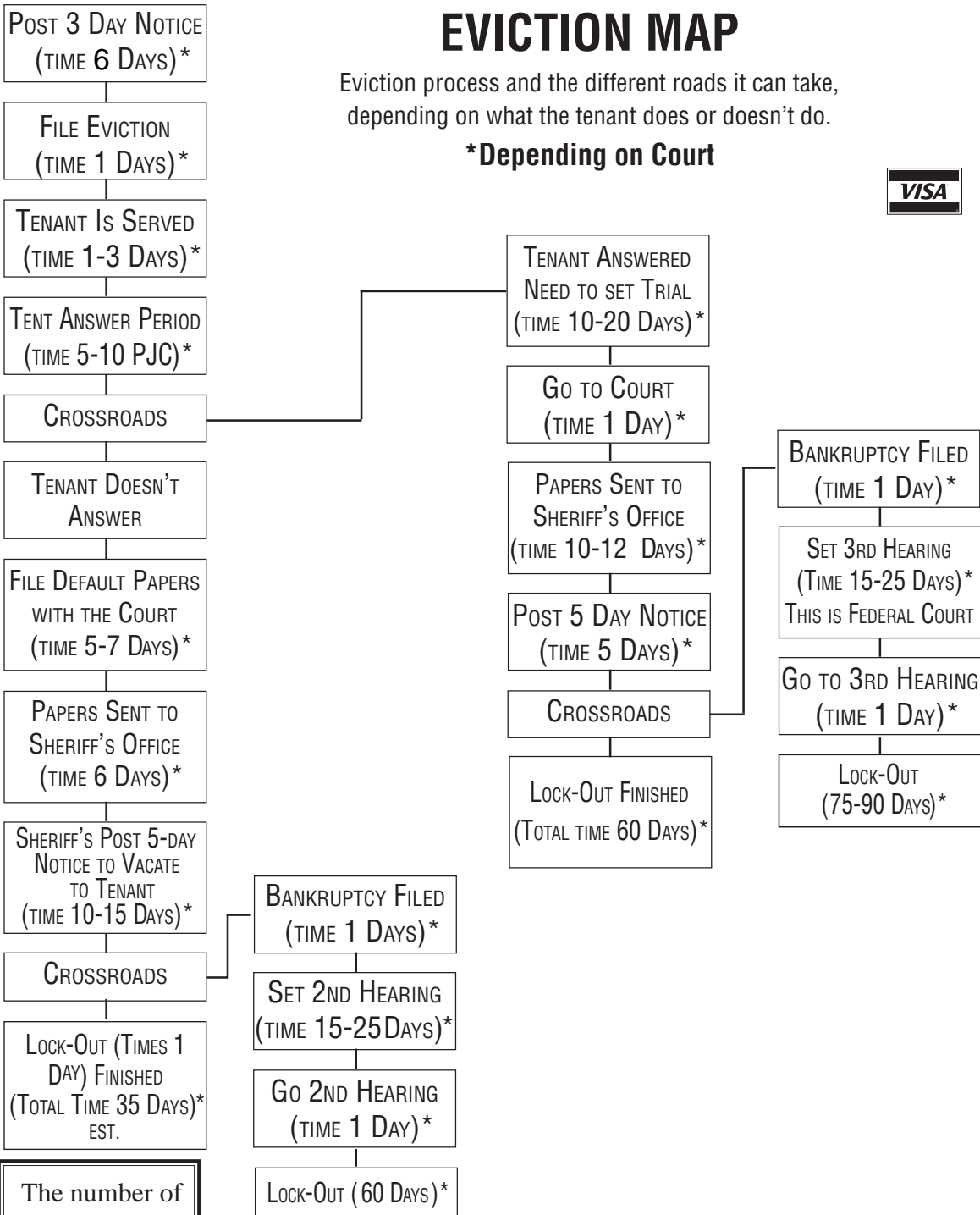
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### EVICTION MAP

Eviction process and the different roads it can take, depending on what the tenant does or doesn't do.

**\*Depending on Court**



The number of days is only an estimate. It could be More/Less depending on the court.

Form Courtesy of FastEvict.com #1; fci d



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## Meeting The Sheriff For A Lockout

1. You must arrange for a lock smith or change the locks yourself.
2. Be 15 minutes early and wait outside for the officer.
3. The officer will knock on the door, if there is no response, he/she will ask you to open the door.
4. Most of the time, the tenant will have moved out over the weekend or the night before.
5. If the tenant is there when the officer arrives, normally the officer will give them 5 to 15 minutes to get whatever they want out of the property and then will order them to vacate the premises. The officer will then inspect the premises and deliver possession to the person representing the owner.
6. If there are possessions left on the property, they must be stored 15 to 18 days and a notice must be mailed to the tenant stating how much the tenant must pay to get their belongings.
7. A charge of the daily rental value (on the reverse of the writ) can be charged for each day that the belongings are stored.
8. The tenants must be allowed to claim their belongings during normal working hours during those 15 to 18 day period of storage. **THE TENANT OR ANYONE NAMED ON THE WRIT MUST NOT BE ALLOWED TO RE-ENTER THE PREMISES.** A representative of the tenant may enter the premises with instructions to “only enter to remove possessions” ; they must be out of the premises before 5:00 p.m.
9. If the tenant never contacts you and the total value of everything abandoned is LESS than \$700.00 then the landlord may dispose of, as he sees fit. Throw it away, sell it for less than \$700.00 or keep it. I strongly suggest that pictures be taken, you may be sued at a later date.
10. If the total value is more than \$700.00, the property must be inventoried with a letter sent to the tenant, advertised in a local (legal) newspaper and sold at a public auction by a licensed auctioneer and the money turned over to the county tax collector.
11. The contents may be IMMEDIATELY removed from the premises and placed in storage. (However you may bear the cost.)
12. Cars qualify as personal property also.
13. Animals are always a special problem, if you have one, CALL US!

**BE SAFE!**

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### ABANDONED PERSONAL PROPERTY AFTER TERMINATION WHETHER TENANT IS EVICTED OR VOLUNTARY VACATES THE PREMISES

#### I. Introduction

After the termination of a tenancy a landlord may find items of personal property left on the premises by either a former tenant or other persons. Basic California law regarding personal property.

#### II. Residential Units

The rules that apply for personal property left behind in a residential unit do not apply to manufactured homes or mobile homes (Cal. Civ. Code §1981). The law governing personal property left behind in a residential tenancy will be changing as of January 1, 2013 as a result of AB2521.

#### A. LANDLORD'S DUTIES FOR PERSONAL PROPERTIES LEFT BEHIND.

##### After tenant moves out, what should a landlord do if a tenant has left behind personal property on the premises?

The law governing personal property left behind in a residential tenancy changed as of January 1, 2013 as a result of AB2521.

If a tenant has left personal property on the premises at the termination of the tenancy, a landlord must notify the tenant in writing to inform him/her that property left behind should be retrieved or otherwise it will be sold or disposed of in accordance with the law (Cal. Civ. Code §1981(a)).

What notice must the landlord send to a former tenant, or other person, the landlord believes may have left personal property on the previously rented units consist of whether or not it is worth \$700.00.

When a tenant has vacated the premises after termination of the tenancy (either by eviction or move out) and personal property has been left behind, a landlord must give a written notice (Notice) to the tenant and any other person the landlord reasonably believes may own the property to the last known address. The Notice should contain the following items:

- A description of the property which is clear to permit the owner of the property to identify it; take pictures
- The place where the property may be claimed. Ask Fast Eviction about this
- A statement to the tenant that reasonable storage costs may be charged before the property is returned; Effective January 1, 2013 the notice must also state that if the tenant claims the property in a time period of not less than two days after the tenant vacated the premises, the tenant may minimize the cost of storage. (Cal. Civ. Code sections 1983(b), 1984).
- The date before which the claim must be made. The date given cannot be less than 15 days from the date the Notice is personally delivered, or, if mailed, 18 days from the date the Notice is deposited in the mail. (Cal. Civ. Code §1983 (b).)
- In addition to the items listed above, the Notice should also contain a description of what will happen to the property if it is unclaimed. If the property is believed to be worth \$700 or more, the Notice should include these points:
  - If the tenant fails to reclaim the property, it will be sold at a public sale after a Notice of Sale has been given by publication;
  - The tenant has a right to bid on the property at the sale;
  - Once the property is sold, costs of storage, advertising, and sale will be deducted from the sale price and any remaining money will be paid over to the county; and
  - The original property tenant owner may claim the money at any time within one year from the date the county receives the money. (Cal. Civ. Code §1984.)

If the property is believed to be worth less than \$700, the Notice need only state this fact and that the property may be kept, sold, or destroyed without further warning to the owner if it is not claimed within the time period listed in the Notice. We strongly suggest you take pictures. Get estimates from used furniture businesses.

Sending the Notice of more or less than

The landlord can deliver the notice to the tenant by personal delivery and mail (or if certain conditions are met after January 1, 2013, email).

If sent by mail, the notice must be sent via first-class mail, postage prepaid, to the tenant's last known address. If the landlord believes a former tenant owned the property, then a copy of the Notice must also be sent to the vacated premises. (Cal. Civ. Code §1983(c).)

**If the landlord has reason to believe the presumed property owner will not receive the Notice at his/her last known address, then the landlord must also send a Notice to all other addresses known by the landlord where the property owner could reasonably be expected to receive the Notice. Other addresses where the property owner might be expected to receive the Notice include a place of business, a post office box, or relative's home. (Cal. Civ. Code §1983 (c).)**

**Finally, beginning January 1, 2013, a landlord may in addition to sending the notice by mail or personal delivery, also send the notice by email to the tenant if the tenant has provided the landlord with an email address.**

Forms attached to be sent with your inventory

We have attached the form that comply to (Cal. Civ. Code §§ 1984-5).

# NOTICE OF RIGHT TO RECLAIM ABANDONED PERSONAL PROPERTY

(Value *more* than \$700.00)

TO: \_\_\_\_\_  
All former residents, tenants, and sub-tenants

When you vacated the premises situated in the City of \_\_\_\_\_  
County of \_\_\_\_\_ State of California, designated by the  
number and street as: \_\_\_\_\_

Apt. \_\_\_\_\_, the following personal property remained: (see description below)

Unless you pay the reasonable cost of storage for all the below described personal property and take possession of the property which you claim, not later that 18 days after this notice is deposited in the mail, this personal property may be disposed of pursuant to Civil Code Section 1988.

If you fail to reclaim the property, it will be sold at a public sale after notice of the sale has been given by publication. You have the right to bid on the property at this sale. After the property is sold and the cost of storage, advertising, and sale is deducted, the remaining money will be paid over to the county. You may claim the remaining money at any time within one year after the county receives the money.

DATE OF MAILING THIS NOTICE: \_\_\_\_\_

DATE OF EXPIRATION OF THIS NOTICE: \_\_\_\_\_

You may claim this property at: \_\_\_\_\_

\_\_\_\_\_  
OWNER/AGENT Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

**THE ABANDONED PERSONAL PROPERTY IS DESCRIBED AS FOLLOWS:**

# NOTICE OF RIGHT TO RECLAIM ABANDONED PERSONAL PROPERTY

(Value *less* than \$700.00)

TO: \_\_\_\_\_  
All former residents, tenants, and sub-tenants

When you vacated the premises situated in the City of \_\_\_\_\_  
County of \_\_\_\_\_ State of California, designated by the  
number and street as: \_\_\_\_\_

Apt. \_\_\_\_\_, the following personal property remained: (see description below)

Unless you pay the reasonable cost of storage for all the below described personal property and take possession of the property which you claim, not later that 18 days after this notice is deposited in the mail, this personal property may be disposed of pursuant to Civil Code Section 1988.

Because this property is believed to be worth less than ~~\$7000~~ it may be kept, sold, or destroyed without further notice if you fail to reclaim it within the time indicated below.

DATE OF MAILING THIS NOTICE \_\_\_\_\_

DATE OF EXPIRATION OF THIS NOTICE \_\_\_\_\_

You may claim this property at:

\_\_\_\_\_

PHONE # \_\_\_\_\_  
OWNER/AGENT

EMAIL \_\_\_\_\_

**THE ABANDONED PERSONAL PROPERTY IS DESCRIBED AS FOLLOWS:**

# FASTEVICT.COM LAW GROUP

474 W Orange Show Rd  
San Bernardino, California 92408

[WWW.FASTEVICT.COM](http://WWW.FASTEVICT.COM)

[INTAKE@FASTEVICT.COM](mailto:INTAKE@FASTEVICT.COM)

[COLLECT@FASTEVICT.COM](mailto:COLLECT@FASTEVICT.COM)

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Telephone: (800) 686-8686

Facsimile: (800) 675-5002

Dear Valued Clients,

We would like to take the time to notify you of the California Civil Code 1950.5 Section G, which states if your tenant has paid a security deposit then no later than 21 days after the former tenant vacates, you must send an itemized statement of where the security deposit was applied.

## **So, why is this so important?**

If this itemized statement is not sent within the 21 days of them vacating, they may file a lawsuit against you in Small Claims Court for the deposit plus court costs. If the Judge feels you withheld the deposit in bad faith, they may allow former tenant to sue you up to 2 times the security deposit as well.

## **Why does our office need a copy of this form?**

To sue in small claims or get a 585 money judgment once the tenants vacate we need to be able to show the judge that this itemized statement has already been prepared and sent. Most courts will not allow us to obtain a judgment without a copy of this document filled out. If this is not done prior to the request of collections or Small Claims, it may delay your case until it is completed.

What can you use the deposit towards?

- a. For unpaid rent
- b. For cleaning the rental unit back to the condition it was when former tenant first moved in.
- c. For repair of damages, other than normal wear and tear caused by tenant, their animals, or tenant's guests
- d. If items were stolen that were listed on the agreement to be utilized while renting the unit.

## **What does the statement have to include?**

You can make your own Statement or use the template we have included, but either way there is crucial information that **MUST** be included;

1. The landlord must include copies of receipts for the charges the landlord incurred to repair or clean the unit.

2. If there was no forwarding address provided then you must send it to the address they rented from you. This statement must be mailed certified; this will provide you with a slip proving you attempted to send it. This covers you even if you never receive the letter back.
3. Cleaning fees if applicable. (only to get property back to how it was when they first moved in)
4. Carpeting and drapes. You cannot charge for normal wear and tear on the carpet. If they had large rips in the carpet or permanent stains that cannot be removed that justifies a deduction on the statement.
5. Repainting the walls. You want to assume that interior paint has a two-year life. For example:

LENGTH OF STAY	DEDUCTION
0-6 MONTHS	FULL COST
6 MONTHS – 1 YEAR	TWO-THIRDS THE COST
1-2 YEARS	ONE-THIRD THE COST
2 OR MORE YEARS	NO DEDUCTION

6. Other damage to walls. For example; Large amounts of holes that require filling with plaster
7. Eviction costs, attorney fees, and court costs.
8. Late fees, if listed in the agreement.
9. Utility bills, if the tenant had the utilities in their name and vacated the property owing a balance that the owner was required to pay to get utilities turned back on at rental unit. If utilities are in Owners name, it must state in the written agreement that the tenant must pay for utilities.

**An itemized statement is required to be sent to the former tenant if;**

- a. Security deposit was received from tenant
- b. A portion of the deposit was used, but not all. (refund for remainder of deposit **MUST** be included)
- c. All of the deposit was used but no balance remains
- d. All of the deposit was used and they owe you remaining balance.

Please be advised all information came from California Department of Consumer Affairs. I have included the copy of their information about Refunds of Security deposits in case you would like an even more detailed explanation. I have also included a template for your reference of how to fill out a “Disposition of Security Deposit” form to the best of your ability.

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---

Telephone: (800) 686-8686

Facsimile: (800) 675-5002

## THE MOST COMMON QUESTIONS ASKED ABOUT SECURITY DEPOSITS

1. My previous tenants didn't provide me with a forwarding address, where do I send the letter?  
Eviction Address, Reference Addresses, Parents Address, Employers Address
2. How do I apply the Judgment in the Security Deposit?  
Reference the amount however security deposits are to cover damages, repairs, replacement for the unit then apply to any unpaid rents
3. What exactly can be included in the deductions?  
Everything from repairs, cleanup costs, dump fees, re-keying of the property, replacing broken items.  
(Retain receipts and pictures of entire unit with detail to the damaged areas)
4. Do I send separate letters to each tenant or just one with all tenants named?  
Sent to anyone over the age of 18, any way possible
5. What if I can't afford to replace all the items right now?  
Notate this is estimated costs and attach copies of the written estimates along with pictures
6. What is "rent owed to 30 day notice" "rent owed to vacate" ?  
All rents owed prior to any notices serviced and all rents owed up to vacate date
7. If I complete the work as an owner or a manager, can I charge for my time?  
Yes, charge for every minute. Your time is valuable and should be charged what it is worth. Back up your charges with pictures of all damages and cleanup
8. Do I have to send a disposition even though the Eviction Judgment states that the "Security Deposit is Acknowledged"?  
Yes, it is required by law. This is also proof that the deposit was spent on repairs and cleanup to your rental property.
9. Why do I have to send them an accounting when they owe me money?  
Again, it is required by law per civil code 1950.5
10. What is the statute of limitation to send out this security deposit accounting?  
You must send out with 21 days of vacancy, mail it first class mail as well as certified mail so that you have proof of date mailed.
11. What is the "daily rental rate"?  
Monthly rental rate divided by 30
12. Why can't I include all the rent up to the expiration of the lease if they vacated prior to the lease expiring?  
You must do everything in your power to re-rent the property and be able to prove it with advertising.  
You may then charge up to the day you re-rent the property.
13. What is "Apt Project"?  
That would be the name of the apartment complex if applicable
14. Can I just email my ex-tenants this accounting?  
Yes you can email it but you must also first class and certified mail to the last known address.
15. What is considered normal wear and tear?  
Please refer to the California Department of Consumer Affairs regarding security deposits

# DISPOSITION OF SECURITY DEPOSIT

[PER CCP 1950.5(e)]

Apt. project: \_\_\_\_\_

Tenant's name: \_\_\_\_\_

Apt. address: \_\_\_\_\_

Forwarding address: \_\_\_\_\_

Date of 30 Day Notice received in writing: \_\_\_\_\_

Date apt. vacated: \_\_\_\_\_ Rent paid to date: \_\_\_\_\_

Monthly rental rate: \$ \_\_\_\_\_ Daily rental rate: \$ \_\_\_\_\_

Move-in date: \_\_\_\_\_ Total deposits rec'd: \$ \_\_\_\_\_

## DEDUCTIONS FROM DEPOSIT

Rent owed to vacate ..... \$ \_\_\_\_\_

Rent owed to 30 Day Notice ..... \$ \_\_\_\_\_

Apt. cleaning ..... \$ \_\_\_\_\_

Carpet cleaning ..... \$ \_\_\_\_\_

Drapery cleaning ..... \$ \_\_\_\_\_

Painting ..... \$ \_\_\_\_\_

\_\_\_\_\_ ..... \$ \_\_\_\_\_

\_\_\_\_\_ ..... \$ \_\_\_\_\_

\_\_\_\_\_ ..... \$ \_\_\_\_\_

\_\_\_\_\_ ..... \$ \_\_\_\_\_

\_\_\_\_\_ ..... \$ \_\_\_\_\_

Total deductions: ..... \$ \_\_\_\_\_

Total deposit received: ..... \$ \_\_\_\_\_

Rent credit: ..... \$ \_\_\_\_\_

Net refundable deposit to tenant: ..... \$ \_\_\_\_\_

Balance due from tenant/landlord: ..... \$ \_\_\_\_\_

Landlord: \_\_\_\_\_

If no forwarding address, mail to your vacated unit. If you are deducting \$125 or more, it is necessary to include receipts or estimates.



# DISPOSITION OF SECURITY DEPOSIT

[PER CCP 1950.5(e)]

Apt. project: APARTMENT COMPLEX NAME - IF NOT APPLICABLE ENTER N/A  
Tenant's name: LIST ALL TENANTS ON THE RENTAL AGREEMENT  
Apt. address: PROPERTY ADDRESS THEY RENTED FROM YOU  
Forwarding address: DID THEY PROVIDE YOU A FORWARDING ADDRESS WHEN THEY LEFT?  
Date of 30 Day Notice received in writing: NOTICE TENANT GAVE OWNER 30 DAYS BEFORE LEAVING  
Date apt. vacated: LOCKS CHANGED/KEYS RCVD Rent paid to date: TOTAL RENT PAID TO YOU  
Monthly rental rate: \$ RENT PER MONTH Daily rental rate: \$ 1 MONTH RENT ÷ 30  
Move-in date: WHEN DID THEY MOVE IN? Total deposits rec'd: \$ TOTAL DEPOSIT PAID

## DEDUCTIONS FROM DEPOSIT

Rent owed to vacate	<u>ALL RENT DUE TO DATE OF VACANCY</u>	\$ _____
Rent owed to 30 Day Notice	<u>ONLY IF THEY AVE OWNER 30 DAY NOTICE</u>	\$ _____
Apt. cleaning	.....	\$ _____
Carpet cleaning	.....	\$ _____
Drapery cleaning	.....	\$ _____
Painting	.....	\$ _____
<u>OTHER REPAIRS</u>	.....	\$ _____
<u>UTILITY BILLS</u>	.....	\$ _____
<u>STOLEN ITEMS</u>	.....	\$ _____
<u>ETC.</u>	.....	\$ _____
_____	.....	\$ _____

Total deductions: ALL ABOVE CHARGES TOTALLED TOGETHER ..... \$ \_\_\_\_\_  
Total deposit received: AMOUNT OF SECURITY DEPOSIT PAID ..... \$ \_\_\_\_\_  
Rent credit: NONE IF THEY OWE YOU MONEY ..... \$ \_\_\_\_\_  
Net refundable deposit to tenant: NONE IF THEY OWE YOU MONEY ..... \$ \_\_\_\_\_  
Balance due from tenant/landlord: SUBTRACT DEPOSIT FROM TOTAL DEDUCTIONS ..... \$ \_\_\_\_\_  
Landlord:

If no forwarding address, mail to your vacated unit. If you are deducting \$125 or more, it is necessary to include receipts or estimates.

# FastEvict.com / Law Group

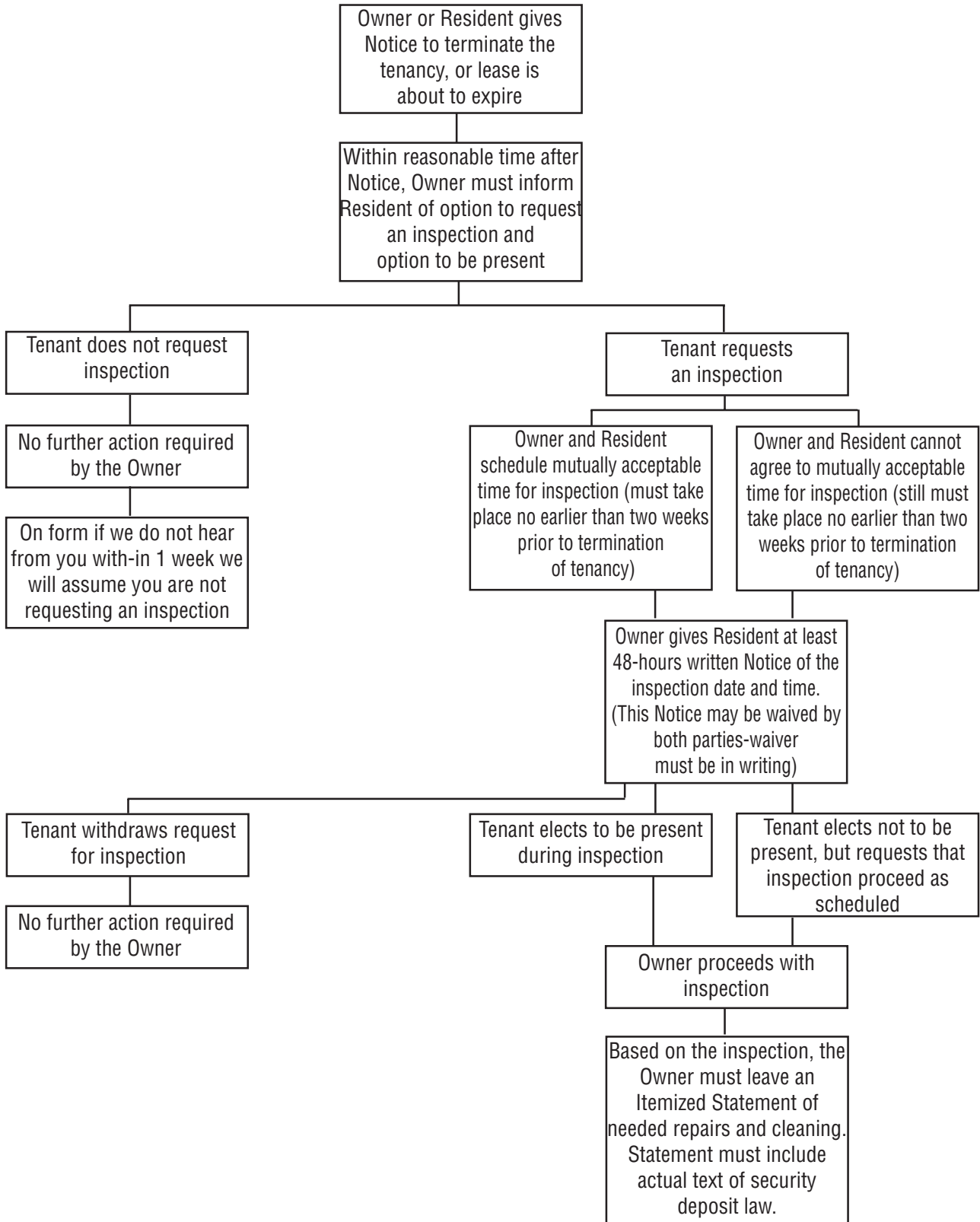
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### AB 2330 WALK-THROUGH PROCESS

Effective January 1, 2003



## MOVE-IN/MOVE OUT ITEMIZED STATEMENT

Resident Name(s)	Initial Inspection Date	Initial Inspection by	Final Inspection Date	Final Inspection by
Address/Apt.#	City	State	Zip	Move in Date
				Move out Date

The condition of these premises is clean, undamaged, in good working order and adequate for customary use unless otherwise noted heron. Use codes and comments to describe exceptions. Cross out items not applicable.

**CODES:** **NCC** - Needs complete cleaning • **REP** - Replace • **SC** - Needs spot cleaning • **RPR** - Needs repair • **PT** - Needs painting • **SCR** - Scratched • **CLN** - Clean • **NEW** - New

Kitchen	Move-in Inspection	Initial Inspection (Residents option)	Final Inspection
Ceiling			
Doors			
Walls			
Floors			
Hood/Filter			
Fan/Light			
Microwave			
Counter top			
Sink/Faucets			
Drains/Disposal			
Cabinet/Doors			
Shelves/Drawers			
Under sink			
Windows			
Screens			
Window coverings			
Electric fixtures			
Light bulbs			

### Stove/Oven

Stove-Outside			
Burners			
Drip pans			
Vent			
Timer/Controls			
Oven surfaces			
Oven racks			
Broiler pan			
Light			

### Refrigerator

Inside (all parts)			
Outside			

### Dining Room

Walls			
Ceiling			
Window coverings			
Shades			
Closet			
Doors			
Floor			
Windows			
Screens			
Electric fixtures			
Light bulbs			

Living Room	Move-in Inspection	Initial Inspection (Residents option)	Final Inspection
Walls			
Ceiling			
Doors			
Windows			
Screens			
Window coverings			
Floor			
Closet			
Electric fixtures			
Light bulbs			
Fireplace			

**1st Bedroom**

Walls			
Ceiling			
Windows			
Screens			
Window coverings			
Doors			
Closet			
Floor			
Electric fixtures			
Light bulbs			

**2nd Bedroom**

Walls			
Ceiling			
Windows			
Screens			
Window coverings			
Doors			
Closet			
Floor			
Electric fixtures			
Light bulbs			

**3rd Bedroom**

Walls			
Ceiling			
Windows			
Screens			
Window coverings			
Doors			
Closet			
Floor			
Electric fixtures			
Light bulbs			

**Other Room**

Walls			
Ceiling			
Windows			
Screens			
Window coverings			
Doors			
Closet			
Floor			
Electric fixtures			
Light bulbs			

**1st Bath****Move-in Inspection****Initial Inspection  
(Residents option)****Final Inspection**

Ceiling			
Walls/Tile			
Floors			
Cabinets			
Shelves			
Doors			
Mirror			
Tub/Shower			
Caulking			
Shower Door/Tracks			
Basin			
Drains			
Faucets			
Counter tops			
Exhaust fan			
Bowl/Seat			
Towel racks			
Window			
Screen			
Electric fixtures			
Light bulbs			

**2nd Bath**

Ceiling			
Walls/Tile			
Floors			
Cabinets			
Shelves			
Doors			
Mirror			
Tub/Shower			
Caulking			
Shower Door/Tracks			
Basin			
Drains			
Faucets			
Counter tops			
Exhaust fan			
Bowl/Seat			
Towel racks			
Window			
Screen			
Electric fixtures			
Light bulbs			

**Systems**

Smoke detectors			
Furnace/Thermostat			
Air Conditioning			
Water Heater			
Water Softener			

**Laundry Room**

Washer/Dryer			
Hookups			
Light fixtures			
Window/Coverings			
Floor			
Door			
Other			

Front Porch	Move-in Inspection	Initial Inspection (Residents option)	Final Inspection
Electric fixtures			
Light bulbs			
<b>Back Porch</b>			
Electric fixtures			
Light bulbs			
<b>Garage/Carport</b>			
Electric fixtures			
Light bulbs			
Remote/Opener			
Floor			
Walls			
Garage door			
<b>Yard</b>			
Landscaping			
Sprinklers			
Fences/Gates			
Other			
<b>Number of Keys</b>			
Door			
Laundry Room			
Mailbox			
Other			

**According to state law:**

Any security shall be held by the landlord for the tenant who is party to the lease or agreement. The claim of a tenant to the security shall be prior to the claim of any creditor for the landlord. (Civil Code Section 1950.5(d)). According to Civil Code Section 195.5(b), the security deposit may be used by the owner for any purpose, including, but not limited to, any of the following:

- 1) The compensation of a landlord for a tenant's default in the payment rent.
- 2) The repair of damages to the premises, exclusive of ordinary wear and tear, caused by the tenant or by a guest or licensee of the tenant.
- 3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant's right to occupy begins after January 1, 2003. (Amendment underlined)
- 4) To remedy future defaults by the tenant in any obligation under this rental agreement to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.

From the time of the initial inspection until the termination of the tenancy, the tenant may remedy the deficiencies identified in the initial inspection, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit.

**The law allows the Owner/Agent to use the security deposit for legal deductions itemized in this statement that are not corrected by the Resident prior to the termination of the tenancy or that were not identified due to the presence of the Residents' possessions during the time of the initial inspection. It also allows Owner/Agent to use the security deposit to correct any damages that occur to the unit/property between the time of the initial inspection and the termination of the tenancy.**

**An itemized statement will be sent to you within 21 calendar days after the Owner/Agent has regained possession of the premises.**

**Move-In Inspection:**

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

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

Owner/Agent: \_\_\_\_\_ Date: \_\_\_\_\_

**Initial Inspection:** Owner/Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Owner/Agent: \_\_\_\_\_ Date: \_\_\_\_\_

**Move-Out Inspection:**

# DISPOSITION OF SECURITY DEPOSIT

[PER CCP 1950.5(e)]

Apt. project: \_\_\_\_\_

Tenant's name: \_\_\_\_\_

Apt. address: \_\_\_\_\_

Forwarding address: \_\_\_\_\_

Date of 30 Day Notice received in writing: \_\_\_\_\_

Date apt. vacated: \_\_\_\_\_ Rent paid to date: \_\_\_\_\_

Monthly rental rate: \$ \_\_\_\_\_ Daily rental rate: \$ \_\_\_\_\_

Move-in date: \_\_\_\_\_ Total deposits rec'd: \$ \_\_\_\_\_

## DEDUCTIONS FROM DEPOSIT

Rent owed to vacate ..... \$ \_\_\_\_\_

Rent owed to 30 Day Notice ..... \$ \_\_\_\_\_

Apt. cleaning ..... \$ \_\_\_\_\_

Carpet cleaning ..... \$ \_\_\_\_\_

Drapery cleaning ..... \$ \_\_\_\_\_

Painting ..... \$ \_\_\_\_\_

\_\_\_\_\_ ..... \$ \_\_\_\_\_

\_\_\_\_\_ ..... \$ \_\_\_\_\_

\_\_\_\_\_ ..... \$ \_\_\_\_\_

\_\_\_\_\_ ..... \$ \_\_\_\_\_

\_\_\_\_\_ ..... \$ \_\_\_\_\_

Total deductions: ..... \$ \_\_\_\_\_

Total deposit received: ..... \$ \_\_\_\_\_

Rent credit: ..... \$ \_\_\_\_\_

Net refundable deposit to tenant: ..... \$ \_\_\_\_\_

Balance due from tenant/landlord: ..... \$ \_\_\_\_\_

Landlord:

If no forwarding address, mail to your vacated unit. If you are deducting \$125 or more, it is necessary to include receipts or estimates.

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### FAX COVER SHEET

ATTENTION: COLLECTION DEPARTMENT

### REQUEST FOR SMALL CLAIMS FILING

DATE: \_\_\_\_\_

FROM: \_\_\_\_\_

\_\_\_\_\_

EMAIL \_\_\_\_\_ CELL# \_\_\_\_\_

PHONE # \_\_\_\_\_ FAX# \_\_\_\_\_

(sender's name, address, telephone number)

RE: \_\_\_\_\_ V. \_\_\_\_\_

PLAINTIFF

DEFENDANT (DEBTOR)

\_\_\_\_\_  
DEFENDANT'S EMAIL

Enclosed please find the following:

- \_\_\_\_\_ Small Claims Take Sheet
- \_\_\_\_\_ Credit Card Authorization
- \_\_\_\_\_ Copy of Bounced Check
- \_\_\_\_\_ Disposition of Security Desposit
- \_\_\_\_\_ Other (copy of receipts, estimates)

\_\_\_\_\_  
(sender's name and signature)



## INFORMATION FOR THE SMALL CLAIMS PLAINTIFF

This information sheet is written for the person who sues in the small claims court. It explains some of the rules of and some general information about the small claims court. It may also be helpful for the person who is sued.

### WHAT IS SMALL CLAIMS COURT?

Small claims court is a special court where disputes are resolved quickly and inexpensively. The rules are simple and informal. The person who sues is the **plaintiff**. The person who is sued is the **defendant**. In small claims court, you may ask a lawyer for advice before you go to court, but you cannot have a lawyer in court. Your claim cannot be for more than \$5,000 if you are a business or public entity or for more than \$10,000 if you are a natural person (including a sole proprietor). (\*See below for references to exceptions.) If you have a claim for more than this amount, you may sue in the civil division of the trial court or you may sue in the small claims court and give up your right to the amount over the limit. You cannot, however, file more than two cases in small claims court for more than \$2,500 each during a calendar year.

### WHO CAN FILE A CLAIM?

1. You must be at least *18 years old* to file a claim. If you are not yet 18, tell the clerk. You may ask the court to appoint a **guardian ad litem**. This is a person who will act for you in the case. The guardian ad litem is usually a parent, a relative, or an adult friend.
2. A person who sues in small claims court must first make a **demand**, if possible. This means that you have asked the defendant to pay, and the defendant has refused. If your claim is for possession of property, you must ask the defendant to give you the property.
3. Unless you fall within two technical exceptions, you must be the **original owner** of the claim. This means that if the claim is assigned, the buyer cannot sue in the small claims court.

**You must also appear at the small claims hearing yourself unless you filed the claim for a corporation or other entity that is not a natural person.**

4. If a corporation files a claim, an employee, an officer, or a director must act on its behalf. If the claim is filed on behalf of an association or another entity that is not a natural person, a regularly employed person of the entity must act on its behalf. A person who appears on behalf of a corporation or another entity must not be employed or associated solely for the purpose of representing the corporation or other entity in the small claims court. **You must file a declaration with the court to appear in any of these instances.** (See *Authorization to Appear on Behalf of Party*, form SC-109.)

### WHERE CAN YOU FILE YOUR CLAIM?

You must sue in the right court and location. This rule is called **venue**. Check the court's local rules if there is more than one court location in the county handling small claims cases.

If you file your claim in the wrong court, the court will dismiss the claim unless all defendants personally appear at the hearing and agree that the claim may be heard.

The right location may be any of these:

1. Where the defendant lives or where the business involved is located;
2. Where the damage or accident happened;

3. Where the contract was signed or carried out;
4. If the defendant is a corporation, where the contract was broken;
5. For a retail installment account or sales contract or a motor vehicle finance sale:
  - a. Where the buyer lives;
  - b. Where the buyer lived when the contract was entered into;
  - c. Where the buyer signed the contract; or
  - d. Where the goods or vehicle are permanently kept.

### SOME RULES ABOUT THE DEFENDANT (including government agencies)

1. You must sue using the defendant's *exact legal name*. If the defendant is a business or a corporation and you do not know the exact legal name, check with the state or local licensing agency, the county clerk's office, or the Office of the Secretary of State, Corporate Status Unit at [www.ss.ca.gov/business](http://www.ss.ca.gov/business). Ask the clerk for help if you do not know how to find this information. If you do not use the defendant's exact legal name, the court may be able to correct the name on your claim at the hearing or after the judgment.
2. If you want to sue a government agency, you must first file a claim with the agency before you can file a lawsuit in court. Strict time limits apply. If you are in a Department of Corrections or Youth Authority facility, you must prove that the agency denied your claim. Please attach a copy of the denial to your claim.

### HOW DOES THE DEFENDANT FIND OUT ABOUT THE CLAIM?

You must make sure the defendant finds out about your lawsuit. This has to be done according to the rules or your case may be dismissed or delayed. The correct way of telling the defendant about the lawsuit is called **service of process**. This means giving the defendant a copy of the claim. **YOU CANNOT DO THIS YOURSELF.** Here are four ways to serve the defendant:

1. **Service by a law officer** — You may ask the marshal or sheriff to serve the defendant. A fee will be charged.
2. **Process server** — You may ask anyone who is *not a party* in your case and who is at least *18 years* to serve the defendant. The person is called a **process server** and must personally give a copy of your claim to the defendant. The person must also sign a proof of service form showing when

the defendant was served. Registered process servers will do this for you for a fee. You may also ask a friend or relative to do it.

3. **Certified mail** — You may ask the clerk of the court to serve the defendant by certified mail. The clerk will charge a fee. You should check back with the court prior to the hearing to see if the receipt for certified mail was returned to the court. **Service by certified mail must be done by the clerk's office except in motor vehicle accident cases involving out-of-state defendants.**
4. **Substituted service** — This method lets you serve another person instead of the defendant. You must follow the procedures carefully. You may also wish to use the marshal or sheriff or a registered process server.

\*Exceptions: Different limits apply in an action against a defendant who is a guarantor. (See Code Civ. Proc., § 116.220(c).) In an action brought by a natural person for damages for bodily injuries resulting from an automobile accident, a \$7,500 limit applies if a defendant is covered by an automobile insurance policy that includes a duty to defend. (See Code Civ. Proc., § 116.221.)

#### 4. Substituted service (continued)

A copy of your claim must be left  
— at the defendant's business with the person in charge;  
**OR**  
— at the defendant's home with a competent person who is at least 18 years old. The person who receives the claim must be told about its contents. Another copy must be mailed, first class postage prepaid, to the defendant at the address where the paper was left. The service is not complete until 10 days after the copy is mailed.

No matter which method of service you choose, the defendant must be served by a certain date or the trial will be postponed. If the defendant lives in the county, service must be completed at least 15 days before the trial date. This period is at least 20 days if the defendant lives outside the county.

The person who serves the defendant must sign a court paper showing when the defendant was served. This paper is called a *Proof of Service* (form SC-104). It must be signed and returned to the court clerk as soon as the defendant has been served.

#### WHAT IF THE DEFENDANT ALSO HAS A CLAIM?

Sometimes the person who was sued (the **defendant**) will also have a claim against the person who filed the lawsuit (the **plaintiff**). This claim is called the *Defendant's Claim*. The defendant may file this claim in the same lawsuit. This helps to resolve all of the disagreements between the parties at the same time.

If the defendant decides to file the claim in the small claims court, the claim may not be for more than \$5,000 or \$10,000 if the defendant is a natural person (\*see exceptions on page 1). If the value of the claim is more than this amount, the defendant may either give up the amount over \$5,000 or \$10,000 and sue in the small claims court or file a motion to transfer the case to the appropriate court for the full value of the claim.

The defendant's claim must be served on the plaintiff at least 5 days before the trial. If the defendant received the plaintiff's claim 10 days or less before the trial, then the claim must be served at least 1 day before the trial. Both claims will be heard by the court at the same time.

#### WHAT HAPPENS AT THE TRIAL?

Be sure you are on time for the trial. The small claims trial is informal. You must bring with you all witnesses, books, receipts, and other papers or things to prove your case. You may ask the witnesses to come to court voluntarily. You may also ask the clerk of the court to issue a **subpoena**. A subpoena is a court order that *requires* the witness to go to trial. The witness has a right to charge a fee for going to the trial. If you do not have the records or papers to prove your case, you may also get a court order prior to the trial date requiring the papers to be brought to the trial. This order is called a *Small Claims Subpoena and Declaration* (form SC-107).

If you settle the case before the trial, you must file a **dismissal** form with the clerk.

The court's decision is usually mailed to you after the trial. It may also be hand delivered to you when the trial is over and after the judge has made a decision. The decision appears on a form called the *Notice of Entry of Judgment* (form SC-130 or SC-200).

#### WHAT HAPPENS AFTER JUDGMENT?

The court may have ordered one party to pay money to the other party. The party who wins the case and collects the money is called the **judgment creditor**. The party who loses the case and owes the money is called the **judgment debtor**. Enforcement of the judgment is **postponed** until the time for appeal ends or until the appeal is decided. This means that the judgment creditor cannot collect any money or take any action until this period is over. Generally both parties may be represented by lawyers after judgment. More information about your rights after judgment is available on the back of the *Notice of Entry of Judgment* form. The clerk may also have this information on a separate sheet.

#### HOW TO GET HELP WITH YOUR CASE

- 1. Lawyers** — Both parties may ask a lawyer about the case, but a lawyer may not represent either party in court at the small claims trial. Generally, after judgment and on appeal, both parties may be represented by lawyers.
- 2. Interpreters** — If you do not speak English well, bring an adult who is not a witness to interpret for you, or ask the court clerk for an interpreter at least five days before your court date. A court-provided interpreter may not be available or there may be a fee for using a court interpreter unless you qualify for a fee waiver. You may ask the court for a list of interpreters and also the *Application for Waiver of Court Fees and Costs* (form FW-001).
- 3. Waiver of fees** — The court charges fees for some of its procedures. Fees are also charged for serving the defendant with the claim. The court may excuse you from paying these fees if you cannot afford them. Ask the clerk for the *Information Sheet on Waiver of Court Fees and Costs* (form FW-001-INFO) to find out if you meet the requirements so that you do not have to pay the fees.
- 4. Night and Saturday court** — If you cannot go to court during working hours, ask the clerk if the court has trials at **night** or on **Saturdays**.
- 5. Parties who are in jail** — If you are in jail, the court may excuse you from going to the trial. Instead, you may ask another person who is not an attorney to go to the trial for you. You may mail written declarations to the court to support your case.
- 6. Accommodations** — If you have a disability and need assistance, immediately ask the court to help accommodate your needs. If you are hearing impaired and need assistance, notify the court immediately.
- 7. Forms** — You can get small claims forms and more information at the California Courts Self-Help Center Web site ([www.courts.ca.gov/smallclaims](http://www.courts.ca.gov/smallclaims)), your county law library, or the courthouse nearest you.
- 8. Small claims advisors** — The law requires each county to provide assistance in small claims cases free of charge. (*Small claims advisor information*):