**The Eviction Process**

The instructions below are general instructions that apply to most tenants. But certain types of tenants may have more legal protections than others. If you are a tenant who lives in one of these types of housing, you may have more rights.

* A [rent-controlled property](http://www.courts.ca.gov/documents/tenant-rentcontrol-list.pdf);
* Public housing, Section 8 housing, or another type of housing where you pay reduced rent due to a government subsidy;
* A [mobile home in a mobile home park](http://www.courts.ca.gov/documents/mobilehome_residency_law.pdf);
* A [recreational vehicle at an RV park](http://www.courts.ca.gov/documents/rv_park_occupancy_law.pdf);
* A [floating home (boat)](http://www.courts.ca.gov/documents/floating_home_residency_law.pdf); or
* A tax credit unit.  To find out if you live in a tax credit unit, look for your property at the[California Tax Credit Allocation Committee](http://www.treasurer.ca.gov/ctcac/tax.asp) website.

Talk to a [legal aid agency](http://lawhelpca.org/issues/housing/landlord-and-tenant-issues) in your area to learn more.

No matter what your situation, you may be able to get legal help from a legal aid office near you. Many legal aid agencies help tenants defend themselves from evictions, and they may be able to help you with every step of the process.  Click to find a [legal aid agency](http://lawhelpca.org/issues/housing/landlord-and-tenant-issues) in your area for landlord/tenant issues.

If at any point during the eviction process, you and the landlord reach an agreement, the agreement can be written up and the case dismissed.  Go to the section on [Resolving the dispute out of court](http://www.courts.ca.gov/selfhelp-eviction.htm#Resolving_the_dispute_out_of_court) for more information about resolving the case by agreement.

Evictions can be complicated.  The landlord and tenant do not have to get a lawyer but it is a good idea to at least talk to a lawyer. Click for [help finding a lawyer](http://www.courts.ca.gov/selfhelp-findlawyer.htm).

**Getting Notice**

First, the landlord has to give you a notice to move out or give you a chance to fix the problem (like paying the rent). If you do not do what the notice asks before the time in the notice runs out, the landlord then can file an unlawful detainer case.

Notices are very difficult, and it is not easy to explain what kind of notice a landlord has to give in each case.  If you think your landlord gave you the wrong notice or made a mistake on the notice, talk to a lawyer because it may help you with your case. Notices are not court forms, but many notice forms are available at stores that carry business or legal forms. Sometimes the forms do not comply with California law, so make sure that the notice has all the legal requirements, because if it does not, you may have a defense to the eviction case.

There are different types of notices, as explained in the following table.

|  |  |
| --- | --- |
| **3-Day Notice to Pay Rent or Quit** | Landlords can use this notice when the tenant is behind on the rent.The notice must:* Be in writing;
* Say the full name of the tenant or tenants;
* Say the address of the rental property;
* Say exactly how much rent the tenant owes\* (the notice can not go back more than 1 year, even if the tenant owes back rent for a longer time, and cannot include any amount other than back rent);
* Have the dates the overdue rent is for;
* Say that this rent must be paid in full within 3 days of receiving this notice or the tenant must move out;
* Say the name, address and phone number of the person the rent should be paid to;
* Say the days and times the tenant can pay the rent he or she owes, and the address he or she can pay it at; and
* If the tenant can pay the back rent by mail, give the address the tenant should send the money to.

\* The notice must NOT include other money the tenant owes, like late fees, interest, utilities, or damages. |
| **3-Day Notice to Perform Covenants or Quit** | Landlords can use this kind of notice if the tenant is violating terms of the lease or rental agreement and the problem can be fixed. For example, if the tenant has moved in a pet without permission, or is not keeping the unit clean, or is violating some other term of the agreement, the notice must ask the tenant to correct the violation within 3 days or move out.The notice must:* Be in writing;
* Say the full name of the tenant or tenants;
* Say the address of the rental property;
* Say what the tenant did to violate the lease or rental agreement; and
* Say the tenant has the chance to fix the problem or move out in 3 days.
 |
| **3-Day Notice to Quit** | This kind of notice is used if there have been ongoing problems with the tenant who:* Causes or allows a "nuisance" on the property;
* Uses the property to do something illegal (like sell drugs);
* Threatens the health and safety of other tenants or the general public;
* Commits waste (damage) that lowers the value of the property significantly; or
* Moves in other tenants (subtenants) without the landlord's permission.

The notice must:* Be in writing;
* Say the full name of the tenant or tenants;
* Have the address of the rental property;
* Say everything that the tenant did to break the lease or deserve a 3-day notice to leave, and include details and dates; and
* Say clearly that the tenant has to move out as soon as the 3 days are up.
 |
| **30-Day or 60-Day Notice to Quit** | A landlord can use a 30 day-notice to end a month-to-month tenancy if the tenant has been renting for less than a year. A landlord should use a 60-day notice if the tenant has been renting for 1 year or more and the landlord wants the tenant to move out.The notice must:* Be in writing;
* Say the full name of the tenant or tenants;
* Have the address of the rental property; and
* Say that the month-to-month tenancy will end in 30 days if the landlord is giving a 30-day notice or in 60 days if he or she is giving a 60-day notice.

In [rent-controlled cities](http://www.courts.ca.gov/documents/tenant-rentcontrol-list.pdf), a landlord cannot cancel a month-to-month tenancy for just any reason. The landlord must find out if the unit is in a rent-controlled city, and if so, whether the landlord has the right to evict the tenant. |
| **90-Day Notice to Quit** | A landlord must use this kind of notice if the tenant is in subsidized housing (Section 8). The landlord must explain why he or she is asking the tenant to move out, and the landlord must have good reasons ("just cause") to ask the tenant to leave. |

**IMPORTANT:**Check to see if the property is under rent control. If it is, your landlord may not be able to evict you, even with notice, for just any reason. Click to find out if your city has [rent control laws](http://www.courts.ca.gov/documents/tenant-rentcontrol-list.pdf). And, if the property is under foreclosure, different rules and notice requirements may apply. Read about the [rights of tenants in a foreclosure](http://www.courts.ca.gov/1048.htm#forc_tenant).

Also, a landlord cannot evict you for an illegal reason like discrimination or to get back at you for taking action against him or her, like filing a complaint because your heating system is broken.

Keep in mind that in some cases, a landlord can give a tenant more than 1 notice at the same time.  Treat them both as valid.

**How to give notice**

The landlord has to serve the notice on you and other tenants properly. The landlord can do it himself or herself, or he or she can ask a friend to do it. The landlord can also hire a process server. The person who serves the notice must be at least 18 years old.

There are 3 ways for the landlord to serve you with the notice:

1. **Personal service:**The landlord or someone else gives the notice directly to you, in person.
2. **Substituted service:** If you are not home or at work, the landlord can leave the notice with a competent member of the household where you live or someone in charge where you work AND then mail a second copy to you at the address where the papers were left.
3. **Posting and mailing ("nail and mail") service:** If there is no one home to leave the papers with, the landlord can tape or nail the notice to the front door or somewhere where it can be seen easily, AND send a copy by mail to you at the property.

**When notice is not required**

A notice is almost always needed before filing an unlawful detainer case. But there are a few exceptions:

* **Fixed term leases**: If you have a lease for a fixed period of time, and the lease is up and the landlord does not extend it, the landlord can file an unlawful detainer case without giving notice first. But the landlord cannot take any rent after the lease runs out or he or she will be creating a new month-to-month tenancy.\*
* **The landlord accepts your notice to end the lease:** If you give the landlord notice that you will be moving out, but you do not, then the landlord can file an unlawful detainer case right away.
* **You work for the landlord and live on the property as part of the job:** The landlord can file an unlawful detainer case without notice as soon as you do not work for the landlord anymore.

\* In a [rent-controlled city](http://www.courts.ca.gov/documents/tenant-rentcontrol-list.pdf), the landlord may not be able to evict a tenant when the lease is up unless the landlord has a good reason ("just cause") to file an eviction case. The landlord will probably need a notice in that case.

**After getting notice**

In general, once a landlord gives you notice, you can:

* Do what the notice asks within the time allowed,
* Not do what the notice asks, or
* Try to reach an agreement with the landlord.

If you do not do what the notice asks, the landlord can file an unlawful detainer case in court to evict you and collect back rent.  If you do what the notice requires (like pay the back rent in full), then the landlord cannot file an unlawful detainer case. If he or she does anyway, you can successfully defend yourself against it.

If the landlord does not wait until the notice period runs out to file the eviction case in court, you can ask the court to dismiss the case.

To count the days in the notice period:

* The first day is the day *after* the notice is served.
* Then count every day on the calendar, including weekends and holidays.
* If the last day of the notice period falls on a holiday or weekend, then the notice period ends the next work day.

If the landlord does not serve the notice in person and has to mail a second copy, the notice period starts running the day *after* he or she mails the notice.

**Getting sued**

**Note:** If you want to know more about what the landlord does before you get the court papers, read the[Guide for Landlords](http://www.courts.ca.gov/1288.htm).

**1. Getting served**

Once the landlord files the unlawful detainer case in court, he or she has to serve the tenant in one of these 3 ways:

| **Personal Service** | The server gives the tenant the papers in person. If the tenant will not take the papers, the server can tell the tenant that he or she is being served and leave them as close to the tenant as possible.  |
| --- | --- |
| **Substituted Service** | If the tenant is not at home or work when the server comes, the server can give the court papers to a competent member of the household where the tenant lives or to someone in charge where the tenant works. The server must also mail a copy of the*Summons*and *Complaint* to the tenant at the address where the papers were left.The landlord cannot use this type of service until the server tries at least 2 or 3 times, on different days and different times of the day, to serve the tenant in person. This is called "due diligence."The server will have to fill out a form that says what days and times he or she tried to serve the tenant in person and that he or she exercised "due diligence." Service is considered complete on the 10th day after mailing the papers to the tenant. |
| **Posting and Mailing** | The landlord can only use this type of service if the court gives him or her permission. To ask the court, the server must first try to serve the tenant in person and by substituted service, and write a declaration for the court explaining that they were not successful.If the judge lets the landlord serve by posting and mailing, the server has to post a copy of the *Summons* and *Complaint* on the property where the tenant will see it and send another copy by **certified** mail to the tenant at the tenant's last known address. Service is considered complete on the 10th day after mailing the papers to the tenant. |

**2. Deciding whether to file a response**

After you are served with the *Summons* and *Complaint*, if you want to defend yourself in the case, you have to file a response to the lawsuit with the court. The response has to be in the proper legal form. It is not enough to call or write a letter to the landlord. It is also not enough to write a letter to the court. AND you have to file your response within the deadline.

To figure out how much time you have to respond:

* If you were served in person, you have 5 days to respond. Weekends are counted (holidays are not), but the 5th day must be a work day. So if the 5 days run out on a Saturday or Sunday, the tenant has until the end of the day on Monday (or Tuesday, if Monday is a holiday) to file a response.
* If you were served by substituted service or "post and mail," you have 15 days after the date the server mailed the court papers to file a response. The date of mailing is the postmark date.

If you miss the deadline to respond, you may still be able to file a response.  If the landlord has not yet filed his or her “request to enter default” saying that you have not answered and asking the court to cut off your time to respond, you can still file your response. But do it right away because you do not know when the landlord will ask for the default.

If there is more than 1 tenant in the case, each tenant who wants to present a defense needs to answer. If they want, tenants can share an answer form. But each tenant must sign the form and pay a separate filing fee.

**Alert!** If you are not named in the *Complaint,*you have the choice to include yourself in the lawsuit or to stay out of it. If you want to tell the court why you have the legal right to remain on the property, you will need to make yourself a party to the lawsuit. If you do not have a legal reason to remain on the property, you can wait until the landlord gets a court order for possession against the named tenants and then move out without the eviction showing up on your credit record. Having an eviction on your credit record can make it harder to rent in the future, so think carefully before making yourself a party to an unlawful detainer case if you were not named in it by the landlord. (If you are a tenant in a foreclosed property, you may join an eviction case without having the case show up on your credit record. Talk to a lawyer or [legal aid agency](http://lawhelpca.org/issues/housing/landlord-and-tenant-issues) in your area to learn more).

* If you want to join the lawsuit, you have the right to do so. Fill out the *Prejudgment Claim of Right to Possession* ([Form CP-10.5](http://www.courts.ca.gov/documents/cp105.pdf)) that was served with the court papers on the tenants named in the unlawful detainer case. Then file it at the courthouse within 10 days of the date the tenants were served. You must also file an answer within 5 days of filing the *Prejudgment Claim of Right to Possession*. **Note:**If you are being evicted by a landlord who acquired the property in a foreclosure, this 10 day limit does NOT apply to you. You can file the*Prejudgment Claim*at any time before the judgment is final, or you can challenge the eviction after the judgment. [Talk to a lawyer](http://www.courts.ca.gov/1001.htm) or call the [Tenant Foreclosure Hotline](http://www.tenantstogether.org/article.php?id=640) at 1-888-495-8020 to learn about your rights in foreclosure cases.

**If you decide to file a response**

There are different ways to respond. Most tenants respond by filing an *Answer- Unlawful Detainer* ([Form UD-105](http://www.courts.ca.gov/documents/ud105.pdf) | [video instructions](http://pd.global.playstream.com/courtvsh/progressive/flash/UD-105.html) ). But if you believe the landlord's eviction notice, the*Complaint*, or service of the *Complaint* is defective, you may file a motion such as a motion to quash (void) service or a demurrer challenging the notice or the *Complaint*.

* A motion to quash service is filed when the tenant says that the landlord did not serve the*Summons* and *Complaint* properly. If the tenant wins, the landlord has to re-serve the*Summons*and *Complaint*. If the landlord wins, the tenant will have to answer the *Complaint*promptly.
* A demurrer is filed when the tenant says that the landlord did not have enough in the eviction notice or in the *Complaint* to justify an eviction. Demurrers can delay the case by a few weeks, and if the tenant wins, the landlord may have to start the case all over.

Talk to a lawyer or find a [legal aid office](http://lawhelpca.org/issues/housing/landlord-and-tenant-issues) to help you make sure you file whatever response is best in your situation. Click for more help [finding a lawyer](http://www.courts.ca.gov/selfhelp-findlawyer.htm).  You can also hire your own lawyer to review your papers or to get legal advice with just the parts of it that you may need more help with (called “limited scope representation” or “unbundling”). Click to learn more about “[limited scope representation](http://www.courts.ca.gov/1085.htm).”

**If you do not file a response**

If you do not file a response within 5 days, the landlord can evict you without you having a say in the case. This can affect your ability to rent in the future because you will have an eviction on your record. And if the landlord says you owe money for back rent and you do not answer, the landlord may be able to take that money from your paycheck or bank account. An eviction can also affect your credit record.

Even if you decide you are going to leave the rental unit and not fight the eviction, it is a good idea to file a response. If you do not and the landlord wins the case, it may be more difficult for you to rent another place later because the judgment goes on your record.

Also, it is possible that the landlord may not dismiss the case even if you paid the rent and leave the unit clean. (It is a good idea for you to keep records of the rent paid and take photos so you have proof that you left the apartment clean.)

Click [if you decide to move out before the case is over](http://www.courts.ca.gov/1289.htm#tn_iftenantout).

**3. Filling out the answer**

If you decide to file an answer, you can use a form called *Answer-Unlawful Detainer* ([Form UD-105](http://www.courts.ca.gov/documents/ud105.pdf) |[video instructions](http://pd.global.playstream.com/courtvsh/progressive/flash/UD-105.html) ). You can use the *Answer* to respond to each point the landlord lists in the*Summons* and *Complaint*.

It is really important that you fill out the *Answer* correctly. Talk to a lawyer or [legal aid office](http://lawhelpca.org/issues/housing/landlord-and-tenant-issues) for advice on what to say and how to say it. There are many cities with legal aid clinics that specifically help tenants with evictions. Click for help [finding a lawyer](http://www.courts.ca.gov/selfhelp-findlawyer.htm).

To make sure you fill out the *Answer* fully:

* Read the *Complaint* carefully and make sure that you say in the *Answer* if there is anything you do not agree with or there are things that are not true.
* There are many different things you can say in the *Answer*, directly in response to the landlord's *Complaint* or to explain why you did what you did. Include everything in your defense that you may want to tell the judge, with details and dates.

For example, if you do not agree you owe as much rent as the landlord claims, say so and explain why you do not owe that amount. If the property is in really bad condition with rats or other pests, say so and explain if you asked the landlord to fix the problem, when you asked, and what the landlord did or did not do. If the unit needs a lot of repairs, say so. If you think the landlord is retaliating against you for something you did (like complain about things that need fixing), explain why.

**4. Filing and serving your *Answer***

After you fill out your *Answer*, you must file it with the court and serve the landlord with a copy before your deadline to respond runs out.

If your court’s [self-help center](http://www.courts.ca.gov/selfhelp-selfhelpcenters.htm) helps with unlawful detainer cases, take your paperwork to them to review. They can make sure you filled everything out properly before you move ahead with your case.

The next steps are:

* Make 2 copies of the forms.
* Have someone 18 or older (NOT you or another tenant), mail 1 of the copies to the landlord or to the landlord's lawyer (do NOT mail the original).
* Have this person (called the "server") fill out and sign a *Proof of Service - Civil*([Form POS-040](http://www.courts.ca.gov/documents/pos040.pdf)).
* File the original of the *Answer* and the remaining copy, as well as the completed Proof of Service at the clerk’s office in the courthouse.
* You will have to pay a filing fee. If you cannot afford a filing fee, you can [ask for a fee waiver](http://www.courts.ca.gov/selfhelp-feewaiver.htm). If the court approves your fee waiver request, you will not have to pay the fees. But if you win your lawsuit and collect money, the court may ask you to pay back the waived fees.
* The clerk will stamp your copy of the *Answer* and return it to you, and will keep the original for the court.

**5. Before the trial**

After you file your *Answer*, the landlord will probably file the *Request to Set Case for Trial-Unlawful Detainer*. About a week after that, the court clerk will mail the landlord and the tenant information with the exact date, time and location of the trial. The trial will take place within 20 days of when the landlord files the *Request to Set Case for Trial*.

If you do not agree with the information in the landlord's *Request to Set Case for Trial*, you can also file and serve the landlord with a *Counter-Request*([Form UD-150](http://www.courts.ca.gov/documents/ud150.pdf)).

**Deciding on a jury trial**

Both you and the landlord have a right to a jury trial. Talk to a lawyer about whether you should ask for a jury trial.

The side that wants the jury trial will have to give the court $150 for jury fees. If you do not have enough money, ask the clerk about a [fee waiver](http://www.courts.ca.gov/selfhelp-feewaiver.htm).

If you want to have a jury trial and the landlord did not ask for one, you have to file and serve the landlord with a *Counter-Request to the Request to Set Case for Trial* ([Form UD-150](http://www.courts.ca.gov/documents/ud150.pdf)) or file a Demand for a Jury Trial (this is not a form so you have to write it up on pleading paper).

The procedures in your local courthouse may be different when there is a jury trial, so make sure you know what the next step is. In some counties, there is a mandatory settlement meeting before a jury trial. Also, with a jury trial, you may need other forms like [jury instructions](http://www.courts.ca.gov/juryservice.htm), and jury questions. Ask [legal aid](http://lawhelpca.org/issues/housing/landlord-and-tenant-issues), [self-help center](http://www.courts.ca.gov/selfhelp-selfhelpcenters.htm), or your [local law library](http://www.publiclawlibrary.org/) for samples of these documents. Click for more [help finding a lawyer](http://www.courts.ca.gov/selfhelp-findlawyer.htm).

**6. Prepare for trial**

Get all the information related to your case. If possible take your original documents, plus 3 copies of everything you take to court. This may include papers like:

* The lease or rental agreement;
* The notice you were served with;
* Letters you wrote or received about the rental unit;
* Photos that show damage to the unit, if applicable;
* Photos that show unsafe or unhealthy conditions, if applicable; and
* Building inspection reports, if applicable.

You may also bring witnesses who have personal knowledge of the facts. If a witness is important for you to prove your case, it is best to get a subpoena issued and served on the witness to make sure he or she comes to court. Even if the witness is willing to come to court, sometimes his or her work requires that a subpoena be served on the employee to allow time off to come to court. Also, if some emergency prevents the witness from showing up in court, you may be able to get the trial continued if the witness was subpoenaed, but a continuance will generally not be granted if the witness was not. Only a lawyer or the court clerk can issue subpoenas, so get a pre-issued subpoena from the court if you do not have a lawyer.

Remember that if you do not speak English well, you need to bring an adult who can interpret for you. Or hire your own interpreter. Most courts do not provide interpreters for unlawful detainer cases.

If you are deaf or hard of hearing, ask the court for a sign language interpreter. Courts must provide sign language interpreters, but it is important to request one at least 5 days in advance of the hearing, preferably as soon as you know your trial date. You can request a sign language interpreter with a*Request for Accommodations by People with Disabilities and Response* ([Form MC-410](http://www.courts.ca.gov/documents/mc410.pdf) | [video instructions](http://pd.global.playstream.com/courtvsh/progressive/flash/MC-410.html) ).

Read [Going to Court](http://www.courts.ca.gov/1094.htm) to find out how to prepare for your court hearing.

**7. The trial**

The unlawful detainer trial will be at the courthouse. A judge or a commissioner will hear the case. There may be a jury if either side asked for one andposted the jury fees or was able to get them waived with a fee waiver.

Click for tips on [how to prepare for your trial](http://www.courts.ca.gov/1094.htm) or hearing.

Once your case is called, the court generally has the plaintiff (the landlord) speak first. The landlord will have to explain why you should be evicted. You will then have a chance to explain your side. The judge may ask both sides questions at any time and review any evidence that they present.

*Listen carefully to what the judge says.*

The court clerk will give or mail you a copy of a court order that says what the judge's decision is. The judge’s decision will be based on applying the law to the facts as the court decides them.

**8. After the trial**

**If you win**The judge or jury may decide you have the legal right to stay in the property. If so, the judge or jury may order the landlord to pay your costs, like filing fees and attorney fees (if this is in the rental agreement). The judge may also decide how much rent you have to pay.

**If the landlord wins**

If the judge or jury decides the landlord has the right to evict you, the judge will give the landlord a Judgment of Possession. The judge or jury may also order you to pay back rent, damages, and costs, like filing fees and attorney fees (if this is in the rental agreement). The landlord may also be able to get money for the rent that he or she could have gotten for the rental unit while you were there illegally. If the court finds that you only stayed in the unit to be mean, spiteful, or to make the landlord suffer, the court may order you to pay a penalty of up to $600.

1. The court will give the landlord a *Judgment of Possession* ([Form UD-110](http://www.courts.ca.gov/documents/ud110.pdf)). This gives the landlord possession of the property.
2. Then, the landlord must fill out have the court clerk issue a *Writ of Execution* ([Form EJ-130](http://www.courts.ca.gov/documents/ej130.pdf)) and take the writ to the sheriff. This lets the heriff remove and lock you out of the property.
3. The sheriff will serve you with a notice to vacate the property. This gives you 5 days to move. If you do not move, the sheriff will remove you from the rental unit and lock you out.

**9. Post judgment filings**

The side that loses can appeal or can file a motion to set aside (cancel) the judge's order. There are strict deadlines to do this, and the side appealing needs a legally valid reason to do it. If you are thinking of appealing, [talk to a lawyer](http://www.courts.ca.gov/selfhelp-findlawyer.htm).

If you appeal or try to cancel the judge’s order, the eviction is NOT stopped. The only way for you to stop or delay the eviction is to ask for a [stay of execution](http://www.courts.ca.gov/1289.htm#tn_stays).

Even if you do not appeal, you may want more time to move out.  If the landlord will not agree to it, you will also have to file a Request for a Stay of Eviction ("Stay").

**Stays of Execution**

You have to file the stay as soon as you get a notice from the sheriff giving you 5 days to leave the unit.

A stay will delay the eviction. If the judge lets you remain in the rental unit longer, you will have to pay the rent for that period of time. The amount of time you can stay will depend on the county and the case.

You need a good reason to ask for more time. And there are no court forms to ask for a stay, so talk to a lawyer for help. Find a [legal aid office](http://lawhelpca.org/issues/housing/landlord-and-tenant-issues) near you or more [help finding a lawyer](http://www.courts.ca.gov/selfhelp-findlawyer.htm).

Remember, you must act very quickly or you will not be able to delay the eviction.

**If you move out before the case is over**

If the landlord has already filed the unlawful detainer papers at court, and you (the tenant) move out before the trial, the landlord has 2 choices:

1.      Dismiss the case; or

2.      Ask the court to convert the case to a regular civil case for damages to collect back rent in the amount requested in the unlawful detainer *Complaint*.

To request a dismissal of the case, the landlord files a *Request* *for Dismissal*([Form CIV-110](http://www.courts.ca.gov/documents/civ110.pdf)).

If the landlord does not dismiss the case or ask that it be changed to a regular civil case for damages, you may go to the trial and ask the court to dismiss the case because you already moved out. If you win, you may get an award of costs for having to come to court for the trial when the case should have been converted to a regular civil case or dismissed.

**MORE INFORMATION FOR TENANTS**

If you are being evicted and need help, the following resources may be able to help you.

* Use [LawhelpCalifornia: Housing](http://lawhelpca.org/issues/housing/landlord-and-tenant-issues%22%20%5Ct%20%22_blank) to find a legal aid program in your county as well as other free or low-cost resources in your area.
* Find [help from your court](http://www.courts.ca.gov/selfhelp-courtresources.htm).
* Find your county's [lawyer referral program](http://www.calbar.ca.gov/Public/LawyerReferralServicesLRS.aspx).
* If you are a senior citizen, you may be able to get help from the [Senior Lega](http://www.seniorlegalhotline.org/)