

Eviction Questionnaire

Property Manager/ Agent	Owner of Property
Name:	Name:
Address:	Address:
Cell Phone:	Cell Phone:
Work Phone:	Work Phone:
Email:	Email:

1. THE PROPERTY ADDRESS IS:

Address	Apt/Suite	City	Zip
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2. THE OWNER OF THE PROPERTY IS (CHECK ONE)

☐ AN INDIVIDUAL OVER THE AGE OF 18 YEARS ☐ A PARTNERSHIP [☐ GENERAL ☐ LIMITED | Partners Name \_\_\_\_\_ ]  
☐ TRUST ☐ LLC ☐ CORPORATION ☐ FICTITIOUS BUSINESS NAME STATEMENT ON FILE ☐ OTHER \_\_\_\_\_

3. RENT DUE (THAT HAS NOT BEEN PAID) \*do not include late fees/utilities\*

JAN	JUL
FEB	AUG
MAR	SEP
APR	OCT
MAY	NOV
JUN	DEC

4. THE NAME(S) OF ALL ADULT TENANTS IN POSSESSION

\_\_\_\_\_  
\_\_\_\_\_

5. THE NAME(S) OF ALL ADULTS WHO SIGNED THE RENTAL AGREEMENT

\_\_\_\_\_  
\_\_\_\_\_

6. TYPE OF TENANCY

☐ MONTH TO MONTH ☐ LEASE (HOW LONG: \_\_\_\_\_) ☐ SECTION 8 ☐ OTHER: \_\_\_\_\_

7. AMOUNT OF MONTHLY RENT (PLEASE PROVIDE COPY OF NOTICE OF RENT INCREASE OR ADDENDUM)

AT BEGINNING OF TENANCY \$ \_\_\_\_\_ IF INCREASED, CURRENT RENT: \$ \_\_\_\_\_ DATE OF INCREASE: \_\_\_\_\_

8. FAIR RENTAL VALUE: \$ \_\_\_\_\_

9. RENT DUE DATE

☐ FIRST DAY OF THE MONTH ☐ OTHER \_\_\_\_\_

10. RENTAL AGREEMENT IS

☐ WRITTEN ☐ ORAL ☐ WRITTEN, BUT UNABLE TO LOCATE

11. RENTAL AGREEMENT WAS ENTERED INTO WITH

☐ OWNER ☐ OWNER'S AGENT ☐ OWNER'S PREDECESSOR IN INTEREST ☐ OTHER: \_\_\_\_\_  
ON WHAT DATE: \_\_\_\_\_

12. FOLLOWING NOTICES WERE SERVED ON THE TENANT(S)

☐ \_\_\_\_\_ DAY NOTICE TO PAY RENT OR QUIT ☐ 3 DAY NOTICE TO PERFORM COVENANT OR QUIT ☐ 3 DAY NOTICE TO QUIT  
☐ \_\_\_\_\_ DAY NOTICE TO TERMINATE ☐ OTHER \_\_\_\_\_

13. THE NOTICE(S) WERE SERVED IN THE FOLLOWING MANNER:

☐ PERSONALLY HANDING A COPY TO DEFENDANT(S) ON (DATE): \_\_\_\_\_  
☐ LEAVING A COPY WITH (NAME/ DESCRIPTION) \_\_\_\_\_, A PERSON OF SUITABLE AGE OR DISCRETION ON (DATE): \_\_\_\_\_ AT DEFENDANT(S) ☐ RESIDENCE ☐ BUSINESS AND MAILING A COPY TO DEFENDANT(S) AT DEFENDANT(S) PLACE OF RESIDENCE ON (DATE): \_\_\_\_\_ BECAUSE DEFENDANT(S) CANNOT BE FOUND AT DEFENDANT(S) RESIDENCE OR USUAL PLACE OF BUSINESS  
☐ BY POSTING A COPY ON THE PREMISES ON (DATE): \_\_\_\_\_ AND GIVING A COPY TO A PERSON FOUND RESIDING AT THE PREMISES AND MAILING A COPY TO DEFENDANT(S) AT THE PREMISES ON (DATE): \_\_\_\_\_ ☐ BECAUSE DEFENDANT(S) RESIDENCE AND USUAL PLACE OF BUSINESS CANNOT BE ASCERTAINED OR ☐ BECAUSE NO PERSON OF SUITABLE AGE OR DISCRETION CAN BE FOUND THERE

14. PAYMENT: VISA/MC: \_\_\_\_\_ EXP: \_\_\_\_\_ VCODE: \_\_\_\_\_ ZIP: \_\_\_\_\_

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT, AND THAT IF CALLED AS A WITNESS I COULD DO SO COMPETENTLY. I AUTHORIZE THE LAW OFFICE TO INSERT THE APPROPRIATE INFORMATION ON THE LAWSUIT. BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE RETAINER AGREEMENT ON THE NEXT PAGE AND AM BOUND BY SAID RETAINER AGREEMENT



X \_\_\_\_\_ DATE \_\_\_\_\_  
SIGNATURE: OWNER/LANDLORD/AUTHORIZED AGENT RETAINER AGREEMENT ON PAGE 2

# UNLAWFUL DETAINER RETAINER AGREEMENT

## TYPICAL "DEFAULT" EVICTION IN PLACER COUNTY

### **\$1800 One Defendant**

The minimum flat fee retainer to process a typical residential default eviction is only \$1800 which includes, court filing costs, service of process costs for one defendant/tenant, court costs for the Clerk's Judgment for a Writ of Restitution, and Sheriff costs to enforce the Writ of Restitution and administrative fees. There will also be a minimum additional \$25 process serving company cost for each additional Defendant/Tenant to be served with the lawsuit. The typical residential default eviction includes the following services: (1) Drafting and filing the Summons & Complaint for Unlawful Detainer with a Prejudgment claim, (2) Coordination with process serving, (3) Drafting and filing the Request to Enter Default, the Clerk's Judgment for a Writ of Restitution, and the Instructions to the Civil Division of the Sheriff's Office, (4) Delivery and processing of said paperwork with the court and the Sheriff's Office. If you wish to obtain a money judgment against the tenant there is a nominal charge; however, you must notify the Law Office for each case after the tenancy property has been restored to you – we do not automatically obtain a money judgment against the former tenant(s).

Fees, costs or court charges are subject to change at option of the Law Office.

### **\$1825 Two Defendants**

### **\$1850 Three Defendants**

\*Add \$25 for process serving charges for each additional Defendant to be served

## TYPICAL "TRIAL" EVICTION

**\$300** Upon the tenant filing an *Answer* there will be an additional charge which may include the following services for a typical trial mode eviction: obtain a copy of the Answer from the court, set the matter for a "court" trial, communicate with client to do a "trial-prep" with staff, engage in up to one hour court trial, prepare a standard judgment, and process the paperwork with the court and the Sheriff's office.

## POTENTIAL "EXTRAORDINARY" SERVICES/COSTS

There could be other extraordinary services/costs depending on how we need to respond to what the tenant does or what occurs in the case. The following illustrates the most typical "extraordinary" services that may be necessary in your case:

<b>\$300 Per Hour:</b> Court trial or hearing that exceeds one hour Attorney attendance at court hearing Preparation of documents for filing Unlawful Detainer	<b>\$300 Per Hour:</b>	Depositions/Interrogatories/Answers to Interrogatories/Discovery Jury trial preparation/Jury trial/Personal Inspection of premises Drafting and filing of a Request for Order to Post Summons & Complaint
<b>\$100</b> Preparation of Stipulation and Order at time of trial	<b>\$100 Per Item:</b>	Preparation of a simple Subpoena Duces Tecum Preparation of Declaration Under Penalty of Perjury
<b>\$300 Per Hour:</b> Preparation for Court trial or hearing with attorney Points & Authorities/Legal briefs/Legal Research Travel Time/Custom Stipulations/Consultation with an attorney Preparation of Notices to Quit/Section 8/HUD Preparation of Good Cause/Notice to Cease/Violation letters Preparation of Custom Stipulated Judgment/Stipulation & Order Mutual Agreements to Vacate/Extensions of Notices to Vacate Drafting Motions and Opposition to Motions	<b>\$ 75 Per Item:</b>	Preparation of Judgment upon Declaration Preparation of Satisfaction of Judgment/Abstract of Judgment Drafting of Refusal letter/ Simple Subpoena Preparation of Instructions to Sheriff for Re-posting Draft and filing of Dismissal/Substitution of attorney Settlement negotiations with clients/attorneys/tenants Court/Sheriff running charge (Sacramento County) Request Money Judgment on Defaulted Matter
	<b>\$ 25 Per Item:</b> <b>\$ 250</b>	

**Extraordinary Costs:** Advanced filing cost for a court motion, additional service attempts by process server, Sheriff Re-posting cost, Writ of Execution fee-collection, Abstract of Judgment, mailing, etc.

Further, the tenant or tenant's attorney may contact this office to engage in settlement negotiations, or have you answer interrogatories or attend depositions of witnesses. We may also be forced to wait for an available courtroom for hours on end, or the trial may take longer than the typical one hour. For the extraordinary services or costs as described in part above, you will be billed accordingly. Any time spent by the office manager for settlement negotiations will be billed at the rate of \$175 per hour. The Law Office is extremely busy representing many clients. Mr. Sid M. Rosenberg employs and trains staff for the purpose of processing, answering and handling routine questions that are presented with each lawsuit or case for which we are retained. Staff cannot provide legal advice. Occasionally, a client or manager overwhelmingly feels the absolute need to speak with Mr. Sid M. Rosenberg personally – even though an employee has provided answers to the client's inquiries as to status and standard procedures. In these instances, the undersigned understands that if according to the desire of the client speaking personally with Mr. Sid M. Rosenberg is imperative, the minimum fee for such expenditure of time is \$300 per hour for which the client will be billed.

I, the undersigned, acknowledge that I have read and understood the foregoing fee structure of the Law Office of Sid M. Rosenberg and agree to pay for services rendered and costs advanced upon receipt of a billing statement. I further acknowledge that I have read and understood the *ADVISEMENTS AND INSTRUCTIONS TO ALL CLIENTS, REFUND POLICY, CLARIFICATION & DISCLAIMERS, and CLIENT RESPONSIBILITIES DURING REPRESENTATION*. I acknowledge that I am in receipt of those documents. If I am the property manager or agent for the owner of the property, it is represented by me that I am authorized to execute this agreement for and on behalf of the owner/landlord and with the permission and consent of the owner. It is further understood and agreed that if the undersigned is not the owner, that the Law Office will require full payment for services rendered or for costs of suit, from either or both parties.

I authorize, in advance, use of the charge card reflected on the Retainer Agreement or the Eviction Questionnaire for payment, as well as payment of any additional "trial" or "extraordinary" billings pursuant to this agreement. I understand that a copy of any charge receipt will be sent to me with a copy of the billing.

Attorney fees shall be considered as "earned" when the Complaint for Unlawful Detainer is drafted by the law office.

The Law Office may utilize the services of associated and closely affiliated attorneys to handle a variety of legal services. These services may include legal research, motion drafting, discovery, court appearances, jury trial preparation, jury and court trials and federal matters, including bankruptcy. Client hereby gives permission and consent for the Law Office, at its discretion, to engage such counsel for appropriate tasks and in accordance with the posted fee schedule. Under certain circumstances, a separate retainer agreement may be necessary.

**THE LAW OFFICE INTENDS TO RETAIN ALL CLIENT FILES FOR A PERIOD OF NOT LESS THAN FIVE YEARS FROM COMPLETION OF REPRESENTATION, AFTER WHICH THE FILE WILL BE DESTROYED. IF YOU WISH TO HAVE COPIES OF YOUR FILE, WE WILL GLADLY PROVIDE YOU WITH DUPLICATE COPIES FOR THE COST OF \$.50 PER PAGE, PLUS AN ACQUISITION AND ADMINISTRATION FEE OF \$50.00 TO OBTAIN THE FILE FROM THE STORAGE SHED.**

It is further understood and agreed that the undersigned hereby authorizes the Law Office of Sid M. Rosenberg to engage in collection proceedings based upon a fee of 1/3 of the amount collected for collection services. The Law Offices hereby advises the undersigned that collection by this office includes entering into stipulations for payment with former tenant(s), collection on Abstracts of Judgment, and wage garnishments. The Law Office does not engage in "skip tracing" efforts to locate and ascertain the assets or solvency of the former tenants. The Law Office does not engage in bankruptcy work; however, we will gladly refer you to a bankruptcy attorney who is familiar with landlord-tenant matters.

IF YOU WISH TO HAVE A MONEY JUDGMENT AGAINST YOUR TENANT, YOU MUST NOTIFY THE LAW OFFICE FOR EACH CASE AFTER THE TENANT HAS VACATED. WE DO NOT AUTOMATICALLY OBTAIN MONEY JUDGMENTS AGAINST YOUR FORMER TENANTS. **Effective 11/30/20.**  
Fees, costs or court charges are subject to change at option of Law Office.

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

AUTHORIZED SIGNATURE: \_\_\_\_\_

Sign here

## **INSTRUCTIONS TO PROCESS SERVING COMPANY- *Let's get the job done...fast!***

The primary goal of THE LAW OFFICE OF SID ROSENBERG (916) 447-8101 is to process your eviction cases in as expeditious a manner as possible. In pursuit of this goal we seek to eliminate all uncertainties throughout the entire eviction process. Accordingly, please provide the process servers with an accurate physical description of your tenant(s). This description is given to the process servers when they are assigned the task of serving legal papers. In the event that the process serving company is unsuccessful after 5 attempts, our office will contact you directly to discuss what additional efforts must be engaged in to personally serve your tenant. Please give the following information to the process server.

**YOUR NAME** (not the tenant): \_\_\_\_\_ **YOUR PHONE # :** (\_\_\_\_\_) \_\_\_\_\_

**SPECIFIC INSTRUCTIONS TO PROCESS SERVER** UPON RECEIPT OF THESE INSTRUCTIONS, CONSISTENT WITH APPLICABLE STATE, FEDERAL AND LOCAL LAW, PLEASE MAKE AT LEAST FIVE ATTEMPTS TO ACCOMPLISH PERSONAL SERVICE ON THE TENANT(S) DESCRIBED BELOW. IF YOU ARE UNSUCCESSFUL AFTER 5 PROMPT AND DILIGENT ATTEMPTS, PLEASE CONTACT ME IMMEDIATELY AT THE PHONE NUMBERS STATED ABOVE.

**DO YOU NEED A PASSKEY OR SECURITY CODE TO SERVE THE TENANT???** ☐ YES ☐ NO **PASSCODE:** \_\_\_\_\_

(If client fails to provide access when needed, there will be an additional process serving fee of \$40.00)

**TENANT'S ADDRESS:** \_\_\_\_\_

**TENANT'S PHONE #:** (\_\_\_\_\_) \_\_\_\_\_ **IS ANY TENANT IN JAIL?** ☐ YES: Where: \_\_\_\_\_ ☐ NO

**DO YOU SUSPECT DRUGS, WEAPONS OR HAZARDS AT THE PREMISES?** ☐ YES ☐ NO

**ARE THERE ANY DOGS AT THE PREMISES?** ☐ YES ☐ NO **Describe:** \_\_\_\_\_

**DESCRIBE TENANT'S CAR(S):** \_\_\_\_\_ **TENANT'S PARKING SPACE #:** \_\_\_\_\_

This information is provided solely to allow the process server to properly identify the intended recipient of the documents intended to be served, and not for the purpose of discrimination or disparate treatment of the individual to be served.

**NAME OF TENANT #1:** \_\_\_\_\_ **GENDER:** ☐ MALE ☐ FEMALE **/APPROXIMATE AGE:** \_\_\_\_\_

**RACE:** (Eg. White, Black or African American, Hispanic or Latino, American Indian or Alaska Native, Asian, Native Hawaiian or Other Pacific Islander, East Indian, etc.) **Describe:** \_\_\_\_\_ **APROXIMATE HEIGHT:** \_\_\_\_\_

**APROXIMATE WEIGHT:** \_\_\_\_\_ **SKIN COLOR:** \_\_\_\_\_ **HAIR COLOR:** \_\_\_\_\_

**HAIRSTYLE:** \_\_\_\_\_ **EYE COLOR:** \_\_\_\_\_ **FACIAL HAIR:** ☐ CLEAN SHAVEN ☐ BEARD ☐ MOUSTACHE ☐ GOATEE

☐ TATTOOS (DESCRIBE): \_\_\_\_\_ ☐ PIERCINGS (DESCRIBE): \_\_\_\_\_

**UNIQUE PHYSICAL CHARACTERISTICS:** \_\_\_\_\_

**BEST TIME TO SERVE TENANT:** \_\_\_\_\_

**TENANT'S WORK NAME & ADDRESS:** \_\_\_\_\_

**NAME OF TENANT #2:** \_\_\_\_\_ **GENDER:** ☐ MALE ☐ FEMALE **/APPROXIMATE AGE:** \_\_\_\_\_

**RACE:** (Eg. White, Black or African American, Hispanic or Latino, American Indian or Alaska Native, Asian, Native Hawaiian or Other Pacific Islander, East Indian, etc.) **Describe:** \_\_\_\_\_ **APROXIMATE HEIGHT:** \_\_\_\_\_

**APROXIMATE WEIGHT:** \_\_\_\_\_ **SKIN COLOR:** \_\_\_\_\_ **HAIR COLOR:** \_\_\_\_\_

**HAIRSTYLE:** \_\_\_\_\_ **EYE COLOR:** \_\_\_\_\_ **FACIAL HAIR:** ☐ CLEAN SHAVEN ☐ BEARD ☐ MOUSTACHE ☐ GOATEE

☐ TATTOOS (DESCRIBE): \_\_\_\_\_ ☐ PIERCINGS (DESCRIBE): \_\_\_\_\_

**UNIQUE PHYSICAL CHARACTERISTICS:** \_\_\_\_\_

**BEST TIME TO SERVE TENANT:** \_\_\_\_\_

**TENANT'S WORK NAME & ADDRESS:** \_\_\_\_\_

**NAME OF TENANT #3:** \_\_\_\_\_ **GENDER:** ☐ MALE ☐ FEMALE **/APPROXIMATE AGE:** \_\_\_\_\_

**RACE:** (Eg. White, Black or African American, Hispanic or Latino, American Indian or Alaska Native, Asian, Native Hawaiian or Other Pacific Islander, East Indian, etc.) **Describe:** \_\_\_\_\_ **APROXIMATE HEIGHT:** \_\_\_\_\_

**APROXIMATE WEIGHT:** \_\_\_\_\_ **SKIN COLOR:** \_\_\_\_\_ **HAIR COLOR:** \_\_\_\_\_

**HAIRSTYLE:** \_\_\_\_\_ **EYE COLOR:** \_\_\_\_\_ **FACIAL HAIR:** ☐ CLEAN SHAVEN ☐ BEARD ☐ MOUSTACHE ☐ GOATEE

☐ TATTOOS (DESCRIBE): \_\_\_\_\_ ☐ PIERCINGS (DESCRIBE): \_\_\_\_\_

**UNIQUE PHYSICAL CHARACTERISTICS:** \_\_\_\_\_

**BEST TIME TO SERVE TENANT:** \_\_\_\_\_

**TENANT'S WORK NAME & ADDRESS:** \_\_\_\_\_

**NAME OF TENANT #4:** \_\_\_\_\_ **GENDER:** ☐ MALE ☐ FEMALE **/APPROXIMATE AGE:** \_\_\_\_\_

**RACE:** (Eg. White, Black or African American, Hispanic or Latino, American Indian or Alaska Native, Asian, Native Hawaiian or Other Pacific Islander, East Indian, etc.) **Describe:** \_\_\_\_\_ **APROXIMATE HEIGHT:** \_\_\_\_\_

**APROXIMATE WEIGHT:** \_\_\_\_\_ **SKIN COLOR:** \_\_\_\_\_ **HAIR COLOR:** \_\_\_\_\_

**HAIRSTYLE:** \_\_\_\_\_ **EYE COLOR:** \_\_\_\_\_ **FACIAL HAIR:** ☐ CLEAN SHAVEN ☐ BEARD ☐ MOUSTACHE ☐ GOATEE

☐ TATTOOS (DESCRIBE): \_\_\_\_\_ ☐ PIERCINGS (DESCRIBE): \_\_\_\_\_

**UNIQUE PHYSICAL CHARACTERISTICS:** \_\_\_\_\_

**BEST TIME TO SERVE TENANT:** \_\_\_\_\_

**TENANT'S WORK NAME & ADDRESS:** \_\_\_\_\_

(Each Signator must sign in appropriate location)

**VERIFICATION UNDER PENALTY OF PERJURY-UNLAWFUL DETAINER**

**IF YOU ARE A PROPERTY MANAGER OR AUTHORIZED AGENT FOR THE OWNER/LANDLORD OF THE PROPERTY SIGN THIS TOP VERIFICATION**

I, the undersigned, declare under penalty of perjury as follows:

1. I am the property manager or authorized agent for the owner or landlord/lessor of the real property described in the Complaint for Unlawful Detainer and owned or leased by the Plaintiff/Owner/Landlord/Lessor of the premises, or
2. If the plaintiff is described in the complaint as a corporation, I declare that I am an officer of the Plaintiff Corporation, a corporation organized under the laws of the State of California, and I have been authorized to execute this verification on its behalf.
3. I am duly and expressly authorized to verify said Complaint on the Plaintiff's behalf. Said Complaint for Unlawful Detainer is attached hereto. I am verifying said complaint for Unlawful Detainer on behalf of the owner or the landlord/lessor because the facts stated therein are known by myself and may not be known to the owner or landlord/lessor.
4. I have read said Plaintiff's Mandatory Cover Sheet and Complaint for Unlawful Detainer and know the contents thereof.
5. I certify that the same is true of my own knowledge except as to those matters, which are stated therein upon my information and belief, and as to those matters, I believe them to be true.
6. I declare under penalty of perjury under the laws of the State of California that I am an adult and at least 18 years of age, and that the foregoing is true and correct and that if called and that if called as a witness, I could do so competently. This declaration under penalty of perjury was executed in \_\_\_\_\_, California, on the below stated date.

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

\_\_\_\_\_  
**Print your name**

\_\_\_\_\_  
**Sign your name: Property Manager/Authorized Agent**

Per C.R.C. Rule 2.305, A signature produced by fax transmission is deemed to be an original

**IF YOU ARE THE OWNER OR LANDLORD/LESSOR OF THE PROPERTY WHERE YOUR TENANT RESIDES: SIGN THIS BOTTOM VERIFICATION**

I, the undersigned, declare under penalty of perjury as follows:

1. I am the plaintiff in the above-entitled action, and owner or landlord/lessor of the real property described in the Complaint for Unlawful Detainer, which is attached hereto.
2. I have read said Plaintiff's Mandatory Cover Sheet and Complaint for Unlawful Detainer and know the contents thereof.
3. I certify that the same is true of my knowledge except as to those matters, which are stated therein upon my information and belief and as to those matters, I believe them to be true.
4. I declare under penalty of perjury under the laws of the State of California that I am an adult and at least 18 years of age, and that the foregoing is true and correct and that if called as a witness, I could do so competently. This declaration under penalty of perjury was executed in \_\_\_\_\_, California, on the below stated date.

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

\_\_\_\_\_  
**Print your name**

\_\_\_\_\_  
**Sign your name: Plaintiff/Owner/Landlord/Lessor**

Per C.R.C. Rule 2.305, A signature produced by fax transmission is deemed to be an original

# The Law Offices of Sid M. Rosenberg, Inc.

(Risk Advisement – Waiting an additional 5 days)

## SPECIAL ADVISEMENT OF RISKS REGARDING WAITING AN ADDITIONAL 5 DAYS DUE TO “SUB-SERVICE AND MAILING” OR “POSTING AND MAILING” A NOTICE TO QUIT

When filing a lawsuit for Unlawful Detainer based on a Notice to Pay Rent or Quit, the method of service will dictate how much time you will need to wait prior to the lawsuit being filed. If the Notice to Pay Rent or Quit was served by “sub-serving and mailing” or “posting and mailing” because no person of suitable age and discretion could be served at the premises or a place of employment for the tenant is not known, then this law office strongly advises you to wait an **additional five days** after the notice has been expired before filing the lawsuit for Unlawful Detainer.

Code of Civil Procedure §1013 requires five additional days for mailing to be added to deadlines in California for responding or acting on a notice period. It is unclear from the case law as to whether this code section applies to Unlawful Detainer Notices to Quit or not. There is persuasive case law which states that the additional five days beyond the expiration date of a notice of termination of tenancy is not necessary for a termination notice (30/60/90), however, this case is not dealing with a Notice to Pay Rent or Quit. Although the case law is unclear for a Notice to Pay Rent or Quit, it is safer for you as a landlord to wait the additional five days for the mailing time as specified above.

**\*\*\*For a full reading of the cases and code sections referenced above, please contact our office.**

### POTENTIAL PROBLEM AREAS:

You are hereby advised that due to the method of service utilized on your “Notice To Quit” that you have presented to the Law Office of Sid M. Rosenberg, Inc., there is a possibility that upon review of said notice by a judge or jury, there may be a determination made that said method and manner of service is defective, thereby rendering the lawsuit filed thereon invalid and/or premature. The result would be that you will need to re-issue another valid notice and re-initiate legal proceedings. In this event, you will have spent double the amount of attorneys fees and costs to prosecute the eviction of one particular residence.

The possibility is also raised that you will incur the risk of the tenant filing a malicious prosecution lawsuit, an abuse of process lawsuit, or a wrongful eviction lawsuit against you. Inherent within any of these lawsuits – whether the first eviction lawsuit or a malicious prosecution lawsuit is the possibility that you will also have to pay for your tenant’s legal fees as well as punitive damages for your wrongful conduct. It of course goes without saying, you will not obtain possession of the premises from your tenant.

IT IS HEREBY ACKNOWLEDGED THAT THE UNDERSIGNED CLIENT HAS BEEN ADVISED OF THE POTENTIAL INVALIDITY OF THE “NOTICE TO QUIT”, AND NONETHELESS WISHES TO ASSUME THE RISK THAT THE ABOVE DESCRIBED CONTINGENCY MAY OCCUR UPON THE FILING OF THE LAWSUIT FOR UNLAWFUL DETAINER.

THE CLIENT AGREES SPECIFICALLY TO HOLD THE LAW OFFICE OF SID M. ROSENBERG, INC. FREE AND HARMLESS FROM ANY AND ALL LIABILITY AND OBLIGATIONS IN THE EVENT THAT THE TENANT CLAIMS THAT A WRONGFUL EVICTION LAWSUIT HAS BEEN FILED AGAINST THE TENANT. THIS HOLD HARMLESS OBLIGATION INCLUDES ATTORNEY FEES AND COSTS OF SUIT AS WELL AS A PROMISE TO DEFEND AND PROTECT THE LAW OFFICE AGAINST ANY SUCH CLAIMS OR POTENTIAL LITIGATION BROUGHT BY THE TENANT.

☐

**Yes**, I authorize the Law Office of Sid M. Rosenberg, Inc to wait the additional 5 days prior to filing the lawsuit for unlawful detainer.

☐

**No**, I do not authorize the Law Office of Sid M. Rosenberg, Inc to wait the additional 5 days and I wish to take the risk that the lawsuit could be filed prematurely, wherein this lawsuit may need to be dismissed and a new lawsuit may need to be filed.

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

SIGNED: \_\_\_\_\_

CLIENT

## **PRE-LAWSUIT CLIENT QUESTIONNAIRE**

- ☐ **YES** ☐ **NO** Have there been any changes to the rental agreement? Eg. Rent Increase, Due dates, additional tenants, etc.  
Please Describe: \_\_\_\_\_
- ☐ **YES** ☐ **NO** Have you already served any Notice(s) to Quit upon the tenant or received a notice or letter(s) from the tenant(s)?  
Please Describe: \_\_\_\_\_
- ☐ **YES** ☐ **NO** Has your tenant ever paid rent into your bank account or any online EFT (electronic funds transfer)?  
Bank: \_\_\_\_\_ Acct #: \_\_\_\_\_
- ☐ **YES** ☐ **NO** Did you give to your tenant a "Notice of Right to Pre-Termination of Tenancy Inspection"?
- ☐ **YES** ☐ **NO** Do you have a Security Deposit from your tenant?
- ☐ **YES** ☐ **NO** Have you or your tenant filed any lawsuit against each other?
- ☐ **YES** ☐ **NO** Has your tenant complained about the condition of the tenancy premises within the last 180 days?  
Please Describe: \_\_\_\_\_
- ☐ **YES** ☐ **NO** Has your tenant complained (written or verbal) that something is wrong with the condition of the premises? (Please include dates)  
Please Describe: \_\_\_\_\_
- ☐ **YES** ☐ **NO** Have you received any notification of complaints from the Health Department or County/City Code Enforcement?  
Please Specify: \_\_\_\_\_
- ☐ **YES** ☐ **NO** Is the tenant acting or has the tenant recently acted in violation of any provision of the written rental agreement?  
Please specify violations and dates: \_\_\_\_\_
- ☐ **YES** ☐ **NO** Do you suspect that there are any unauthorized occupants residing in the property?  
Please state name(s): \_\_\_\_\_
- ☐ **YES** ☐ **NO** Have you or your tenant filed for Bankruptcy in the last 12 months?  
If Yes, please specify: \_\_\_\_\_
- ☐ **YES** ☐ **NO** Are any of your tenant(s) members of the military?
- ☐ **YES** ☐ **NO** Is the real property (tenancy) in foreclosure; has a Notice of Default or Notice of Sale been served?
- ☐ **YES** ☐ **NO** Did you purchase this property from a foreclosure sale; or subsequent to a foreclosure sale when the tenant was in possession of the unit at the time of the foreclosure sale?
- ☐ **YES** ☐ **NO** Do you have proper Landlord protection insurance for this property?
- ☐ **YES** ☐ **NO** If the property was built pre-1978 did you provide a Lead Based Paint Warning Notice or Asbestos Warning Notice?
- ☐ **YES** ☐ **NO** Do you have operable smoke detectors installed in every bedroom and hallways and corridors outside the rooms?
- ☐ **YES** ☐ **NO** Do you have an operable carbon monoxide detector installed inside the unit?
- ☐ **YES** ☐ **NO** Is the hot water heater earthquake strapped?
- ☐ **YES** ☐ **NO** Does the front main swinging entry door have a separate deadbolt that is at least 13/16" in length-1" if in the City of Sacramento?
- ☐ **YES** ☐ **NO** Do you have written Rental Criteria to avoid Fair Housing claims?
- ☐ **YES** ☐ **NO** Have you registered your rental property with the City or County of Sacramento Rental Inspection Program, or with any applicable city or county rental housing ordinance?

Many local cities and counties require that a landlord register the real property as a rental property prior to the beginning of a tenancy. Each jurisdiction has different registration requirements. Merely paying a rental housing inspection fee in conjunction with a utility billing does not necessarily mean that the rental unit is properly registered. There are often other more defined registration and paperwork requirements. There may be severe consequences for your failure to have the rental unit registered prior to the tenancy which include, but are not necessarily limited to fines, penalties, loss of an opportunity to obtain possession of the property as a result of a lawsuit for Unlawful Detainer, and loss of an opportunity to obtain a money judgment against your tenant for unpaid rent and other rental charges. If you check "No" to this box, please schedule an appointment to speak with either the office manager or with Mr. Rosenberg about the ramifications and options. For more information before speaking with us you may also wish to access your jurisdiction's rental housing inspection ordinance to learn about the registration requirements.