

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

ARNOLD W. EVJE II, Attorney at Law, SB #095124
995 Market Street, Suite 1500
San Francisco, California, 94103

TELEPHONE NO.: (415) 495-8800 FAX NO. (Optional):

E-MAIL ADDRESS (Optional):

ATTORNEY FOR (Name): TENDERLOIN HOUSING CLINIC, INC., Plaintiff

SUMMONS ISSUED
FILED
SUPERIOR COURT
COUNTY OF SAN FRANCISCO

05 MAR 30 AM 10:47

600 POND PARK - LI. CLERK

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO

STREET ADDRESS: 400 McAllister Street

MAILING ADDRESS:

CITY AND ZIP CODE: San Francisco, California, 94102

BRANCH NAME:

MARY ANN MORAN
DEPUTY CLERK

Handwritten initials: MA Moran

PLAINTIFF: TENDERLOIN HOUSING CLINIC, INC.

DEFENDANT: JASON SANDEFUR,

DOES 1 TO 10, inclusive

COMPLAINT — UNLAWFUL DETAINER*

CASE NUMBER:
CUD-05 613727

COMPLAINT AMENDED COMPLAINT (Amendment Number):

Jurisdiction (check all that apply):

ACTION IS A LIMITED CIVIL CASE

Amount demanded does not exceed \$10,000
 exceeds \$10,000 but does not exceed \$25,000

ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds \$25,000)

ACTION IS RECLASSIFIED by this amended complaint or cross-complaint (check all that apply):

from unlawful detainer to general unlimited civil (possession not in issue) from limited to unlimited
 from unlawful detainer to general limited civil (possession not in issue) from unlimited to limited

1. PLAINTIFF (name each): TENDERLOIN HOUSING CLINIC, INC.

alleges causes of action against DEFENDANT (name each): JASON SANDEFUR

2. a. Plaintiff is (1) an individual over the age of 18 years. (4) a partnership. California Nonprofit
(2) a public agency. (5) a corporation.
(3) other (specify):

b. Plaintiff has complied with the fictitious business name laws and is doing business under the fictitious name of (specify):

3. Defendant named above is in possession of the premises located at (street address, apt. no., city, zip code, and county):
2791 Sixteenth Street, #44, San Francisco, CA., 94110, San Francisco County

4. Plaintiff's interest in the premises is as owner other (specify): as lessee of owner. Plaintiff and the named defendant(s) have a sublessor-sublessee agreement as more fully described below.

5. The true names and capacities of defendants sued as Does are unknown to plaintiff.

6. a. On or about (date): before defendant (name each): JASON SANDEFUR
March 1, 2005

(1) agreed to rent the premises as a month-to-month tenancy other tenancy (specify):
(2) agreed to pay rent of \$ 232.50 payable monthly other (specify frequency): twice monthly
(3) agreed to pay rent on the first of the month other day (specify): and the sixteenth (16th) day of each month

b. This written oral agreement was made with
(1) plaintiff. (3) plaintiff's predecessor in interest.
(2) plaintiff's agent. (4) other (specify):

* NOTE: Do not use this form for evictions after sale (Code Civ. Proc., § 1161a).

PLAINTIFF (Name): TENDERLOIN HOUSING CLINIC, INC.	CASE NUMBER:
DEFENDANT (Name): JASON SANDEFUR, et al.	

12. Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure section 1174(b). (State specific facts supporting a claim up to \$600 in Attachment 12.)
13. A written agreement between the parties provides for attorney fees.
14. Defendant's tenancy is subject to the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage): **San Francisco Residential Rent Stabilization and Arbitration Ordinance, No. 276-79, as amended.**

Plaintiff has met all applicable requirements of the ordinances.

15. Other allegations are stated in Attachment 15.
16. Plaintiff accepts the jurisdictional limit, if any, of the court.

17. PLAINTIFF REQUESTS

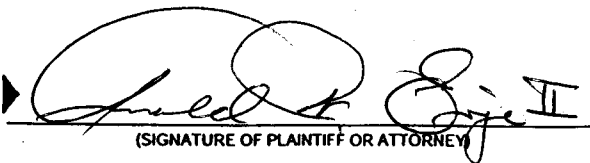
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|---|---|
| a. possession of the premises. | f. <input type="checkbox"/> damages at the rate stated in item 11 from (date:) for each day that defendants remain in possession through entry of judgment. |
| b. costs incurred in this proceeding: | |
| c. <input type="checkbox"/> past-due rent of \$ | g. <input type="checkbox"/> statutory damages up to \$600 for the conduct alleged in item 12. |
| d. <input type="checkbox"/> reasonable attorney fees. | h. <input checked="" type="checkbox"/> other (specify): Such other and further relief as the Court may deem just and necessary. |
| e. <input checked="" type="checkbox"/> forfeiture of the agreement. | |
18. Number of pages attached (specify): **Two (2)**

UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400-6415)

19. (Complete in all cases.) An unlawful detainer assistant did not did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, state:)
- | | |
|--|----------------------------|
| a. Assistant's name: | c. Telephone No.: |
| b. Street address, city, and zip code: | d. County of registration: |
| | e. Registration No.: |
| | f. Expires on (date): |

Date: March 29, 2005

ARNOLD W. EVJE II
(TYPE OR PRINT NAME)


(SIGNATURE OF PLAINTIFF OR ATTORNEY)

VERIFICATION

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

I am the plaintiff in this proceeding and have read this complaint. 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)

▶ **SEE ATTACHED VERIFICATION**
(SIGNATURE OF PLAINTIFF)

THREE DAY NOTICE TO PERFORM OR QUIT

TO: JASON SANDEFUR, 2791 Sixteenth Street, #44, San Francisco, California, DOES 1 - 10, inclusive:

PLEASE TAKE NOTICE that the above premises have been cited by the San Francisco Fire Department for having a 160Z canister of propane in the room along with a bicycle frame, lamp and extension cord hanging from the sprinkler pipe in your room. These items are a fire hazard for the premises and to the occupants of the building. Also, there is extensive graffiti on the walls of your room and the room itself has an accumulation of debris and rubbish in it and there is a foul smell in the room which emanates into the hall outside your room.

WITHIN THREE (3) DAYS after service of this notice, you must: remove the propane canister from your room and the above items from the sprinkler pipe and not bring any other flammable material into your room nor hang any other personal property on your sprinkler pipe for the duration of your tenancy, remove the graffiti from the walls of your room and remove the accumulation of trash and debris from your room and thoroughly clean it and not write on the walls of your room and keep your room clean, uncluttered and odor-free for the duration of your tenancy or deliver up possession of the premises to MELISSA BRAY, located at 2791 Sixteenth Street, Manager's Office, San Francisco, CA., who is authorized by the landlord to receive them. Your failure to perform as stated above or vacate the premises within three (3) days from the date of service of this notice will cause legal proceedings to be brought against you to recover said premises, to declare a forfeiture of your rental agreement, to seek judgment for any rent that may be owed through the expiration date of this notice, together with damages for each day of occupancy after that date, and such other and further damages, costs of suit and attorney fees as the law may allow.

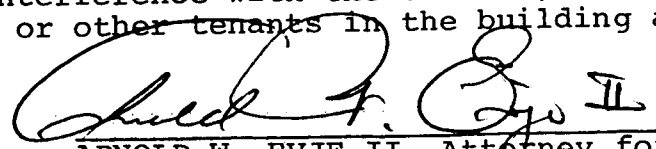
YOU ARE FURTHER NOTIFIED that the landlord elects to declare the forfeiture of the rental agreement under which you hold possession of the premises if you fail to perform as indicated above.

YOUR RENT SHALL BE DUE AND PAYABLE to and including the date of termination of your tenancy.

ADVICE REGARDING THIS NOTICE IS AVAILABLE FROM THE SAN FRANCISCO RESIDENTIAL RENT STABILIZATION AND ARBITRATION BOARD.

This notice complies with San Francisco Administrative Code, Chapter 37.9(a)(3) in that you are committing or permitting to exist in, or causing substantial damage to, the rental unit, or are creating a substantial interference with the comfort, safety or enjoyment of the landlord or other tenants in the building as described above.

DATED: March 22, 2005



ARNOLD W. EVJE II, Attorney for Landlord, TENDERLOIN HOUSING CLINIC, INC.

EXHIBIT 2

VERIFICATION

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I, Drennen Shelton, say that:

I am the Director of Property Management for Tenderloin Housing Clinic, Inc., a California Non-Profit Corporation who is the Plaintiff in the above-entitled action. As such I am more familiar with the facts alleged in the above pleading than the plaintiff and for that reason make this verification on plaintiff's behalf, and am authorized to do so.

I have read the foregoing Complaint in Unlawful Detainer and the facts alleged in the above pleading are within my knowledge. The foregoing is true of my knowledge, except as to the matters therein stated on my belief, and as to those matters, I believe to be true. I declare under penalty of perjury that the foregoing is true and correct. Executed at San Francisco, California on March 29, 2005.



Drennen Shelton

Director of Property Management