

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): CHRISTOPHER KUYKENDALL 34 Sixth Street, #505 San Francisco, CA 94103	TELEPHONE NO.: (415) 410-4899	FILED FOR COURT USE ONLY COUNTY OF SAN FRANCISCO 05 JUN 12 PM 1:40 COURT CLERK - L BY: _____ DEPUTY CLERK
ATTORNEY FOR (Name): Defendant in pro. per.		
NAME OF COURT: SUPERIOR COURT OF CALIFORNIA, S.F. COUNTY STREET ADDRESS: 400 McAllister Street, Room 103 MAILING ADDRESS: CITY AND ZIP CODE: San Francisco, CA 94102 BRANCH NAME: Limited Jurisdiction		
PLAINTIFF: Tenderloin Housing Clinic, Inc. DEFENDANT: Christopher Kuykendall, Et Al.		
ANSWER—Unlawful Detainer		CASE NUMBER 615229

1. Defendant (names): CHRISTOPHER KUYKENDALL

answers the complaint as follows:

2. Check ONLY ONE of the next two boxes:

- a. Defendant generally denies each statement of the complaint. (Do not check this box if the complaint demands more than \$1,000).
- b. Defendant admits that all of the statements of the complaint are true EXCEPT
 (1) Defendant claims the following statements of the complaint are false (use paragraph numbers from the complaint or explain):

Continued on Attachment 2b(1).

(2) Defendant has no information or belief that the following statements of the complaint are true, so defendant denies them (use paragraph numbers from the complaint or explain):

Continued on Attachment 2b(2).

3. AFFIRMATIVE DEFENSES (NOTE: For each box checked, you must state brief facts to support it in the space provided at the top of page two (item 3j).)

- a. (nonpayment of rent only) Plaintiff has breached the warranty to provide habitable premises.
- b. (nonpayment of rent only) Defendant made needed repairs and properly deducted the cost from the rent, and plaintiff did not give proper credit.
- c. (nonpayment of rent only) On (date): _____, before the notice to pay or quit expired, defendant offered the rent due but plaintiff would not accept it.
- d. Plaintiff waived, changed, or canceled the notice to quit.
- e. Plaintiff served defendant with the notice to quit or filed the complaint to retaliate against defendant.
- f. By serving defendant with the notice to quit or filing the complaint, plaintiff is arbitrarily discriminating against the defendant in violation of the Constitution or laws of the United States or California.
- g. Plaintiff's demand for possession violates 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, June 1979, as amended
 (Also, briefly state the facts showing violation of the ordinance in item 3j.)
- h. Plaintiff accepted rent from defendant to cover a period of time after the date the notice to quit expired.
- i. Other affirmative defenses are stated in item 3j.

(Continued on reverse)

PLAINTIFF (Name): Tenderloin Housing Clinic, Inc.	CASE NUMBER:
DEFENDANT (Name): Christopher Kuykendall, Et Al.	615229

3. AFFIRMATIVE DEFENSES (cont'd)

j. Facts supporting affirmative defenses checked above (identify each item separately by its letter from page one):
See attachment

(1) All the facts are stated in Attachment 3j. (2) Facts are continued in Attachment 3j.

4. OTHER STATEMENTS

- a. Defendant vacated the premises on (date):
- b. The fair rental value of the premises alleged in the complaint is excessive (explain):
due to the above defects and breach of the covenant of quiet enjoyment.
- c. Other (specify):

5. DEFENDANT REQUESTS

- a. that plaintiff take nothing requested in the complaint.
- b. costs incurred in this proceeding.
- c. reasonable attorney fees.
- d. that plaintiff be ordered to (1) make repairs and correct the conditions that constitute a breach of the warranty to provide habitable premises and (2) reduce the monthly rent to a reasonable rental value until the conditions are corrected.
- e. other (specify):
such other relief as the Court deems just and proper

6. Number of pages attached (specify): 1

UNLAWFUL DETAINER ASSISTANT (Business and Professions Code sections 6400-6415)

7. (Must be completed in all cases) An unlawful detainer assistant did not did for compensation give advice or assistance with this form. (If defendant has received any help or advice for pay from an unlawful detainer assistant, state):

- a. Assistant's name:
- b. Telephone No.:
- c. Street address, city, and ZIP:

- d. County of registration:
- e. Registration No.:
- f. Expires on (date):

CHRISTOPHER KUYKENDALL
(TYPE OR PRINT NAME)


(SIGNATURE OF DEFENDANT OR ATTORNEY)

(TYPE OR PRINT NAME)

(SIGNATURE OF DEFENDANT OR ATTORNEY)

(Each defendant for whom this answer is filed must be named in item 1 and must sign this answer unless his or her attorney signs.)

VERIFICATION

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

I am the defendant in this proceeding and have read this answer. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: August 12, 2005

CHRISTOPHER KUYKENDALL
(TYPE OR PRINT NAME)


(SIGNATURE OF DEFENDANT)

1 Attachment 3j
CASE NAME: TENDERLOIN HOUSING CLINIC, INC. v. KUYKENDALL, et al.
2 CASE NO.: 615229

3 3e. Plaintiff served Defendant with the notice to quit or filed
the complaint in order to retaliate against Defendant because
4 Defendant exercised his rights in ways that include but are not
limited to the following: Defendant requested visitation rights for
5 his spouse.

6 3f. Plaintiff is arbitrarily discriminating against Defendant
because of race, marital status, age, and disability.
7

8 3g. The subject premises are subject to the San Francisco
Residential Rent Stabilization and Arbitration Ordinance and
Plaintiff has failed to comply with the requirements of the Rent
9 Ordinance in ways that include but are not limited to the
following: Plaintiff's dominant motive is not one allowed by the
10 Rent Ordinance, services have been decreased without a
corresponding decrease in rent, and plaintiff has failed to comply
11 with the uniform visitor policy.

12 3i. Other

13 (1) Plaintiff has not performed his obligations under the rental
agreement in ways that include, but are not limited to the
following: breached the warranty of habitability by not making
14 needed repairs, breached the covenant of quiet enjoyment, and
failed to comply with visitor policy.

15 Defects exist at the premises including, but not limited to,
the following: peeling paint; cracks; inadequate heat; inadequate
16 trash collection; common areas unclean; elevator breaks down
frequently. Plaintiff has had actual and/or constructive notice of
17 the defects but has failed to make needed repairs.

18 (2) Plaintiff has failed to make reasonable accommodation for
Defendant's disability.

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1 CHRISTOPHER KUYKENDALL
2 34 Sixth Street, #505
3 San Francisco, CA 94103

4 PROOF OF SERVICE BY MAIL

5 CASE NAME: TENDERLOIN HOUSING CLINIC, INC. v. KUYKENDALL, et al.
6 CASE NO.: 615229

7 I, Aaron Morrison, declare as follows:

8 I am employed within the City and County of San Francisco. My
9 business address is EVICTION DEFENSE COLLABORATIVE, 433 South Van
10 Ness Avenue, San Francisco, California 94103. I am over the age of
11 eighteen (18) years of age and not a party to the within action. I
12 am readily familiar with the EVICTION DEFENSE COLLABORATIVE's
13 practice for collection and processing of correspondence for mailing
14 with the United States Postal Service. Correspondence so collected
15 and processed is deposited with the United States Postal Service that
16 same day in the ordinary course of business.

17 On August 12, 2005, in accordance with Code of Civil Procedure
18 Section 1013a (3), I served the following:

19 Answer and Jury Demand

20 upon PLAINTIFF TENDERLOIN HOUSING CLINIC, by placing the same at the
21 EVICTION DEFENSE COLLABORATIVE for deposit in the United States
22 Postal Service on that date in an envelope addressed as follows:

23 Arnold W. Evje, II
24 995 Market Street, Suite 1500
25 San Francisco, CA, 94103

26 I sealed the envelope and placed it for collection and mailing on
27 that date following ordinary business practices, in the City and
28 County of San Francisco, California.

I declare under penalty of perjury that the foregoing is true
and correct and that this declaration was executed on August 12, 2005
at San Francisco, California.

A. Morrison

Proof of Service by Mail