982.1(90)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and address):	TELEPHONE NO.:	FOR COURT USE ONLY
ARNOLD W. EVJE II, Attorney at Law, #095124 995 Market Street, Suite 1500 San Francisco, California, 94103	(415) 495-8800	FILED San Francisco County Superior Court JUN 29 2004 GORDON PARK-LI, Clerk BY: Victoria E. Bautista, Deputy Clerk
ATTORNEY FOR (Name): TENDERLOIN HOUSING CLINIC, INC., Plaintiff		
NAME OF COURT: San Francisco Superior Court, Limited STREET ADDRESS: 400 McAllister Street, Room 103 MAILING ADDRESS: CITY AND ZIP CODE: San Francisco, California, 94102 BRANCH NAME:		
PLAINTIFF: TENDERLOIN HOUSING CLINIC, INC. DEFENDANT: KATHERINE McKNIGHT [X] DOES 1 TO 10, inclusive	SUMMONS ISSUED	
COMPLAINT—Unlawful Detainer* $2,132.00 and possession		CASE NUMBER: CUD-04-610902

1. a. Plaintiff is
   (1) [ ] an individual over the age of 18 years
   (2) [ ] a public agency
   (3) [ ] other (*specify*):
   (4) [ ] a partnership
   (5) [X] a corporation California Nonprofit
   b. [ ] Plaintiff has complied with the fictitious business name laws and is doing business under the fictitious name of (*specify*):
2. Defendants named above are in possession of the premises located at (*street address, apt. No., city, and county*):
   34 Sixth Street, #422, San Francisco, CA., San Francisco County, 94103
3. Plaintiff's interest in the premises is [ ] as owner [X] other (*specify*): as lessee of owner. Plaintiff and the named defendant(s) have a sublessor-sublessee agreement as more fully described below.
4. The true names and capacities of defendants sued as Does are unknown to plaintiff.
5. a. On or about (*date*) before February 1, 2004 defendants (*names*): KATHERINE McKNIGHT
   (1) agreed to rent the premises for a [X] month-to-month tenancy [ ] other tenancy (*specify*):
   (2) agreed to pay rent of $463.00 payable [X] monthly [ ] other (*specify frequency*):
   The rent is due on the [X] first of the month [ ] other day (*specify*):
   b. This [ ] written [X] oral agreement was made with
   (1) [ ] plaintiff
   (2) [X] plaintiff's agent
   (3) [ ] plaintiff's predecessor in interest
   (4) [ ] other (*specify*):
   c. [X] The defendants not named in item 5a are
   (1) [X] subtenants (2) [X] assignees (3) [X] other (*specify*): Unapproved occupants in possession
   d. [ ] The agreement was later changed as follows (*specify*):
   e. [ ] A copy of the written agreement is attached and labeled Exhibit 1.
6. [X] a. Defendants (*names*): KATHERINE McKNIGHT were served the following notice on the same date and in the same manner:
   (1) [X] 3-day notice to pay rent or quit
   (2) [ ] 3-day notice to perform covenants or quit
   (3) [ ] other (*specify*):
   (4) [ ] 3-day notice to quit
   (5) [ ] 30-day notice to quit
   b. (1) On (*date*): June 24, 2004 the period stated in the notice expired at the end of the day.
   (2) Defendants failed to comply with the requirements of the notice by that date.
   c. All facts stated in the notice are true.
   d. [X] The notice included an election of forfeiture.
   e. [X] A copy of the notice is attached and labeled Exhibit 2.
   f. [ ] One or more defendants was served (1) with a different notice, or (2) on a different date, or (3) in a different manner, as stated in attachment 6f. *(Check item 7c and attach a statement providing the information required by items 6a-e and 7 for each defendant.)*

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

(Continued on reverse)

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

7. a. [X] The notice in item 6a was served on the defendants named in item 6a as follows:
   (1) [X] by personally handing a copy to defendant on *(date)*: June 21, 2004
   (2) [ ] by leaving a copy with *(name or description)*:
   of suitable age and discretion, on *(date)*: , a person at defendant's [ ] residence [ ] business
   AND mailing a copy to defendant at defendant's place of residence on *(date)*:
   because defendant cannot be found at defendant's residence or usual place of business.
   (3) [ ] 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 at the premises on *(date)*:
   (a) [ ] because defendant's residence and usual place of business cannot be ascertained OR
   (b) [ ] because no person of suitable age or discretion can be found there.
   (4) [ ] *(not for 3-day notice; see Civil Code section 1946 before using)* by sending a copy by certified or registered mail addressed to defendant on *(date)*:
   (5) [ ] *(not for residential tenancies; see Civil Code section 1953 before using)* in the manner specified in a written commercial lease between the parties.
   b. [ ] *(Name)*: was served on behalf of all defendants who signed a joint written rental agreement.
   c. [ ] Information about service of notice on the defendants named in item 6f is stated in attachment 7c.
8. [ ] Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.
9. [X] At the time the 3-day notice to pay rent or quit was served, the amount of **rent due** was $ 2,132.00
10. [X] The fair rental value of the premises is $ 15.43 per day.
11. [ ] Defendants' 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 11.)*
12. [ ] A written agreement between the parties provides for attorney fees.
13. [X] Defendants' 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.
14. [ ] Other allegations are stated in attachment 14.
15. Plaintiff remits to the jurisdictional limit, if any, of the court.
16. PLAINTIFF REQUESTS
    a. possession of the premises.
    b. costs incurred in this proceeding.
    c. [X] past due rent of $ 2,172.00
    d. [ ] reasonable attorney fees.
    e. [X] forfeiture of the agreement.
    f. [X] damages at the rate stated in item 10 from *(date)*: July 1, 2004 for each day defendants remain in possession through entry of judgment.
    g. [ ] statutory damages up to $600 for the conduct alleged in item 11.
    h. [X] other *(specify)*: Such other and further relief as the Court may deem just and necessary.
17. [X] Number of pages attached *(specify)*: Two (2)

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

18. *(must be answered in all cases)* An unlawful detainer assistant [X] 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: b. Telephone No.:
    c Street address, city, and ZIP:
    d. County of registration: e. Registration No.: f. Expires on *(date)*:

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 PAY RENT OR QUIT

June16, 2004

TO: Katherine McKnight

TENANT (s) IN POSSESSION of Unit # 422

YOU ARE HEREBY notified that the rent is now due and payable on the premises now held and occupied by you, being those premises situated in the City of San Francisco, County of San Francisco, State of California, commonly known as **Room # 422, Seneca Hotel 34 Sixth Street, San Francisco, CA 94103.**
Your account is delinquent in the amount of $2132.00, that being the rent for the periods:

			Amount owed:
February 1 , 2004	to	February 29, 2004	$280.00 Bal.
March 1, 2004	to	March 31, 2004	$463.00
April 1, 2004	to	April 30, 2004	$463.00
May 1, 2004	to	May 30, 2004	$463.00
June 1, 2004	to	June 30, 2004	$463.00

YOU ARE HEREBY required to pay said rent in full within three (3) days, personally to Seneca Hotel Manager on Duty, located at 34 Sixth Street, San Francisco, California 94103, (415) 487-1376, office hours Monday through Friday, 8a.m. through 4p.m., or to remove from and deliver up possession of the abovementioned premises to the manager of the landlord, who is authorized to receive same, or legal proceedings will be instituted against you to recover possession of said premises, to declare the forfeiture of the lease or rental agreement under which you occupy said premises, and to recover rents and damages together with court costs and attorney's fees, if applicable.

ADVICE REGARDING THIS NOTICE IS AVAILABLE FROM THE SAN FRANCISCO RESIDENTIAL RENT STABILIZATION AND ARBITRATION BOARD. YOU MAY CALL (415) 252-4600. THIS LESSOR AND THIS NOTICE COMPLY WITH SAN FRANCISCO ADMINISTRATIVE CODE CHAPTER 37.9, SECTION 37.9 (a), SUBSECTION (1), ENACTED IN 1979, AND AMENDED THEREAFTER, IN THAT THE TENANTS HAVE FAILED TO PAY THE RENT TO WHICH THE LANDLORD IS LAWFULLY ENTITLED UNDER THE RENTAL AGREEMENT BETWEEN THE TENANTS AND THE LANDLORD.

Signature

Dated: 6/16/04

Demetris Madaris
Property Manager for Lessee
34 Sixth Street
San Francisco, CA 94103
Telephone: (415) 487-1376

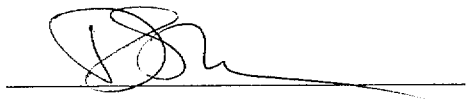
EXHIBIT 2

VERIFICATION

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 June 29, 2004.



Drennen Shelton

Director of Property Management

THREE (3) DAY NOTICE TO PAY RENT OR QUIT

TO: ROXANNE SIMPKINS DOES I – X
TENANT (s) IN POSSESSION

YOU ARE HEREBY notified that the rent is now due and payable on the premises now held and occupied by you, being those premises situated in the City of San Francisco, County of San Francisco, State of California, commonly known as **Room 103 Seneca Hotel, 34-Sixth Street, San Francisco, CA 94103.**

Your account is delinquent in the amount of **$ 2275.50** being the rent for the periods:

FROM:	TO:	AMOUNT:
February 16, 2004	February 28, 2004	$ 283.50
March 1, 2004	March 15, 2004	$ 283.50
March 16, 2004	March 31, 2004	$ 283.50
April 1, 2004	April 15, 2004	$ 285.00 (annual allowable rent increase)
April 16, 2004	April 30, 2004	$ 285.00
May 1, 2004	May 15, 2004	$ 285.00
May 15, 2004	May 31, 2004	$ 285.00
June 1, 2004	June 15, 2004	$ 285.00

YOU ARE HEREBY required to pay said rent in full within three (3) days, personally to the Seneca Hotel Manager on Duty, located at 34-Sixth Street, San Francisco, California 94103, (415) 487-1376, office hours Monday through Friday, 9a.m. – 5p.m., or to remove from and deliver up possession of the abovementioned premises to the manager of the landlord, who is authorized to receive same, or legal proceedings will be instituted against you to recover possession of said premises, to declare the forfeiture of the lease or rental agreement under which you occupy said premises, and to recover rents and damages together with court costs and attorney's fees, if applicable.

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DATED: 6/2/04

Dreaden Shelton
Director of Property Management
34-Sixth Street
San Francisco, CA 94103
Telephone: (415) 487-1376

EXHIBIT 2

VERIFICATION

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 June 29, 2004.

Drennen Shelton

Director of Property Management