

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): GIL RAY (SUED AS RAY GIL) 34 Sixth Street, #423 San Francisco, CA 94103 TELEPHONE NO.: (415) 725-8675	FOR COURT USE ONLY <div style="text-align: right; font-size: 2em; font-weight: bold;">FILED</div> <div style="text-align: center; font-size: 1.2em;"> San Francisco County Superior Court NOV 21 2005 GORDON PARK-LI, Clerk BY: <u>Carolyn S. Brubaker</u> Deputy Clerk </div>
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: Ray Gil, et al.	CASE NUMBER: 616051
ANSWER—Unlawful Detainer	

1. Defendant (names): **GIL RAY (SUED AS RAY GIL)**

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 (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)

1 Attachment 3j
CASE NAME: TENDERLOIN HOUSING CLINIC, INC. v. GIL, et al.
2 CASE NO.: 616051

3 3g. The subject premises are subject to the San Francisco
Residential Rent Stabilization and Arbitration Ordinance and
4 Plaintiff has failed to comply with the requirements of the Rent
Ordinance in ways that include but are not limited to the
5 following: Plaintiff's dominant motive is not one allowed by the
Rent Ordinance, services have been decreased without a
6 corresponding decrease in rent, and the notice to quit does not
comply with the requirements of the Rent Ordinance.

7 3i. Other

8 (1) Plaintiff has not performed its obligations under the rental
agreement in ways that include, but are not limited to the
9 following: breached the warranty of habitability by not making
needed repairs and breached the covenant of quiet enjoyment.
10 (2) The complaint fails to allege facts sufficient to state a cause
of action.

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1 GIL RAY (SUED AS RAY GIL)
34 Sixth Street, #423
2 San Francisco, CA 94103

3 PROOF OF SERVICE BY MAIL

4 CASE NAME: TENDERLOIN HOUSING CLINIC, INC. v. GIL, et al.
CASE NO.: 616051

5 I, David E. Tchack, declare as follows:

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

15 On November 21, 2005, in accordance with Code of Civil Procedure
16 Section 1013a (3), I served the following:

17 Answer and Jury Demand

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

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

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

28 I declare under penalty of perjury that the foregoing is true
and correct and that this declaration was executed on November 21,
2005 at San Francisco, California.

Proof of Service by Mail