

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name & Address): ARNOLD W. EVJE II, Attorney at Law, 995 Market Street, Suite 1500, San Francisco, California, 94103
 TELEPHONE NO.: (415) 495-8800 #095124

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: STEPHEN MELISKA

DOES 1 TO 10, inclusive

FOR COURT USE ONLY

FILED
 San Francisco County Superior Court

DEC 07 2004

GORDON PARK-LI, Clerk
 BY: [Signature] Deputy Clerk

CASE NUMBER:
CUD 04612608

COMPLAINT—Unlawful Detainer* possession

1. a. Plaintiff is
 - (1) an individual over the age of 18 years
 - (2) a public agency
 - (3) other (specify):
 - (4) a partnership
 - (5) 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):
 405 Valencia Street, #402, San Francisco, CA., San Francisco County 94103
3. Plaintiff's interest in the premises is as owner other (specify): as lessee of owner. Plaintiff and the
4. The true names and capacities of defendants sued as Does are unknown to plaintiff. named defendant(s) have a sublessor-sublessee agreement as more fully described below.
5. a. On or about (date): before November 1, 2004 defendants (names): STEPHEN MELISKA
 - (1) agreed to rent the premises for a month-to-month tenancy other tenancy (specify):
 - (2) agreed to pay rent of \$ 465.00 payable monthly other (specify frequency):
 - The rent is due on the first of the month other day (specify):
- b. This written oral agreement was made with
 - (1) plaintiff
 - (2) plaintiff's agent
 - (3) plaintiff's predecessor in interest
 - (4) other (specify):
- c. The defendants not named in item 5a are
 - (1) subtenants
 - (2) assignees
 - (3) 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. a. Defendants (names): STEPHEN MELISKA were served the following notice on the same date and in the same manner:
 - (1) 3-day notice to pay rent or quit
 - (2) 3-day notice to perform covenants or quit
 - (3) other (specify): Three (3) Day Notice to Terminate Tenancy
 - (4) 3-day notice to quit
 - (5) 30-day notice to quit
- b. (1) On (date): December 6, 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. The notice included an election of forfeiture.
- e. 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): STEPHEN MELISKA, et al.	

7. a. The notice in item 6a was served on the defendants named in item 6a as follows:
- (1) by personally handing a copy to defendant on (date): December 1, 2004
 - (2) by leaving a copy with (name or description): _____, a person of suitable age and discretion, on (date): _____ 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. At the time the 3-day notice to pay rent or quit was served, the amount of rent due was \$ _____
- 10. The fair rental value of the premises is \$ _____ 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. 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. past due rent of \$ _____
- d. reasonable attorney fees.
- e. forfeiture of the agreement.
- f. damages at the rate stated in item 10 from (date): _____ 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. other (specify): Such other and further relief as the Court may deem just and necessary.

17. Number of pages attached (specify): Two (2)

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

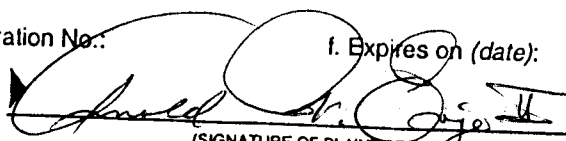
18. (must be answered in all cases) An unlawful detainer assistant did not did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, state):

- 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 (3) DAY NOTICE
TO TERMINATE TENANCY

TO: STEPHEN MELISKA, 405 Valencia Street, #402, San Francisco, CA

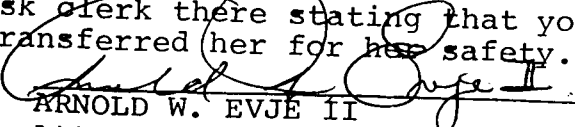
DOES 1 - 10, inclusive:
PLEASE TAKE NOTICE THAT YOU ARE HEREBY required within three (3) days of service of this notice upon you, to vacate the above-described premises and deliver possession of the premises now held and occupied by you to LEONA LUCKETT, who is located at 405 Valencia Street, Manager's Office, San Francisco, CA. and who is authorized to receive the same by the landlord.

THIS NOTICE is intended for the purpose of terminating the rental agreement by which you now hold possession of the above-described premises. Your failure to deliver possession of the premises within three (3) days of service of this notice upon you will cause the undersigned to initiate legal proceedings against you to declare a forfeiture of your rental agreement, to recover possession of the premises, and to seek judgment for rent owed through the expiration date of this notice, with damages for each day of occupancy after that date.

ADVICE REGARDING THIS NOTICE IS AVAILABLE FROM THE SAN FRANCISCO RESIDENTIAL RENT STABILIZATION AND ARBITRATION BOARD, 25 VAN NESS AVENUE, SAN FRANCISCO, CALIFORNIA, TELEPHONE NUMBER 252-4600.

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

THIS NOTICE complies with the San Francisco Administrative Code, Chapter 37.9(a), Subsection (3), in that: You are committing or permitting to exist a nuisance in, or are causing substantial damage to, the rental unit, or are creating a substantial interference with the comfort, safety or enjoyment of the landlord or tenants in the building. Specifically, you were cited by an inspector from the San Francisco Department of Public Health for an accumulation of trash in your room at the above address in January, 2004. Management at the premises have notified you, both orally and in writing, on several occasions to clean your room and allow pest control personnel into your unit. You have failed and refused to do so and have brought even more garbage into your unit to the point where your room is crammed with trash and there is a foul odor emanating from the unit. Your accumulation of trash jeopardized the health and safety of other tenants in the building. In addition, on November 21, 2004, you came to the lobby of the building with a cut hand and flung blood from your wound at the desk clerk there stating that you hoped it got on her. The landlord transferred her for her safety.

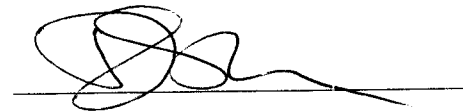

ARNOLD W. EVJE II
Attorney for Landlord TENDERLOIN
HOUSING CLINIC, INC.

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 ~~December~~ **December 7, 2004.**



Drennen Shelton

Director of Property Management