



San Francisco Superior Courts
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Jan-03-2006 1:50 pm

Case Number: CUD-06-616902

Filing Date: Jan-03-2006 1:39

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COMPLAINT

TENDERLOIN HOUSING CLINIC, INC., VS. ELLIS MCDONALD et al

001C01355970

Instructions:

Please place this sheet on top of the document to be scanned.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State, bar number, and address): John P. Zanghi (SBN145845) Paul Arshawsky (SBN114622) Zanghi Torres Arshawsky LLP 703 Market Street, Suite 1600 San Francisco, CA 94103 TELEPHONE NO.: 415.977.0444 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiff	FOR COURT USE ONLY FILED San Francisco County Superior Court JAN 3 - 2006 GORDON PARK-LI, Clerk BY: <u>Wicki E. Pustaka</u> Deputy Clerk SUMMONS ISSUED
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: CITY AND ZIP CODE: San Francisco, CA 94102 BRANCH NAME: Limited Jurisdiction	
PLAINTIFF: Tenderloin Housing Clinic, Inc. DEFENDANT: Ellis McDonald <input checked="" type="checkbox"/> DOES 1 TO 5	
COMPLAINT — UNLAWFUL DETAINER* <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Amendment Number):	CASE NUMBER: 05 616902
Jurisdiction (check all that apply): <input checked="" type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input checked="" type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000, but does not exceed \$25,000 <input type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint (check all that apply): <input type="checkbox"/> from unlawful detainer to general unlimited civil (possession not in issue) <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlawful detainer to general limited civil (possession not in issue) <input type="checkbox"/> from unlimited to limited	

1. PLAINTIFF (name each): Tenderloin Housing Clinic, Inc.

alleges causes of action against DEFENDANT (name each): Ellis McDonald

2. a. Plaintiff is (1) an individual over the age of 18 years. (4) a partnership.
 (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):
 Tenderloin Housing Clinic, Inc.

3. Defendant named above is in possession of the premises located at (street address, apt. no., city, zip code, and county):
 459 Turk Street, Room #112, city and county of San Francisco, CA, 94102

4. Plaintiff's interest in the premises is as owner other (specify): see attachment 15

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

6. a. On or about (date): 02/05/03 defendant (name each): Ellis McDonald

- (1) agreed to rent the premises as a month-to-month tenancy other tenancy (specify):
 (2) agreed to pay rent of \$ 460.00 payable monthly other (specify frequency):
 (3) agreed to pay rent on the first of the month other day (specify):

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): Ellis McDonald	

- c. The defendants not named in item 6a are
- (1) subtenants.
 - (2) assignees.
 - (3) other (specify): unknown occupants
- d. The agreement was later changed as follows (specify): Defendant moved to unit #112 effective prior to 12/01/05. All other terms and conditions of the rental agreement continued to apply to his tenancy. Rent increased to \$470.00 effective prior 11/01/05.
- e. A copy of the written agreement, including any addenda or attachments that form the basis of this complaint, is attached and labeled Exhibit 1. (Required for residential property, unless item 6f is checked. See Code Civ. Proc., § 1166.)
- f. (For residential property) A copy of the written agreement is not attached because (specify reason):
- (1) the written agreement is not in the possession of the landlord or the landlord's employees or agents.
 - (2) this action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)).
7. a. Defendant (name each): Ellis McDonald

was served the following notice on the same date and in the same manner:

- (1) 3-day notice to pay rent or quit
- (2) 30-day notice to quit
- (3) 60-day notice to quit
- (4) 3-day notice to perform covenants or quit
- (5) 3-day notice to quit
- (6) Other (specify):

- b. (1) On (date): 12/27/05 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. (Required for residential property. See Code Civ. Proc., § 1166.)
- f. One or more defendants were served (1) with a different notice, (2) on a different date, or (3) in a different manner, as stated in Attachment 8c. (Check item 8c and attach a statement providing the information required by items 7a–e and 8 for each defendant.)

8. a. The notice in item 7a was served on the defendant named in item 7a as follows:
- (1) by personally handing a copy to defendant on (date):
 - (2) by leaving a copy with (name or description): _____, a person
 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): 12/22/05 AND giving a copy to a
 person found residing at the premises AND mailing a copy to defendant at the premises on
 (date): 12/22/05
 - (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, § 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, § 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 alleged in item 7f is stated in Attachment 8c.
- d. Proof of service of the notice in item 7a is attached and labeled Exhibit 3.

PLAINTIFF (Name): Tenderloin Housing Clinic, Inc.	CASE NUMBER:
DEFENDANT (Name): Ellis McDonald	

- 9. Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.
- 10. At the time the 3-day notice to pay rent or quit was served, the amount of **rent due** was \$
- 11. The fair rental value of the premises is \$ 15.66 per day.
- 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): CH.37 OF THE SAN FRANCISCO ADMIN. CODE SEC.37.9 ET. SEQ. (1979 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

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> a. possession of the premises. b. costs incurred in this proceeding: c. <input type="checkbox"/> past-due rent of \$ d. <input type="checkbox"/> reasonable attorney fees. e. <input checked="" type="checkbox"/> forfeiture of the agreement. | <ul style="list-style-type: none"> f. <input checked="" type="checkbox"/> damages at the rate stated in item 11 from (date): 01/01/06 for each day that defendants remain in possession through entry of judgment. g. <input type="checkbox"/> statutory damages up to \$600 for the conduct alleged in item 12. h. <input checked="" type="checkbox"/> other (specify): such other relief as the court deems just and proper. |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- 18. Number of pages attached (specify): 6

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

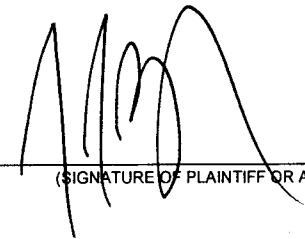
- 19. (Complete in all cases.) An unlawful detainer assistant did not did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, state:)

- | | |
|------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> a. Assistant's name: b. Street address, city, and zip code: | <ul style="list-style-type: none"> c. Telephone No.: d. County of registration: e. Registration No.: c. Expires on (date): |
|------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Date: 12/29/05

John P. Zanghi

 (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:

see attached

 (TYPE OR PRINT NAME)



 (SIGNATURE OF PLAINTIFF)

RENTAL AGREEMENT
VINCENT HOTEL

I. PARTIES

THE PARTIES TO THIS AGREEMENT ARE CITY HOUSING, INC., HEREIN CALLED "LANDLORD," AND ELLIS McDONALD CALLED "TENANT."

II. PROPERTY

LANDLORD HEREBY LETS THE FOLLOWING PROPERTY TO TENANT FOR THE TERM OF THIS AGREEMENT: (A) THE PROPERTY LOCATED AT 459 TURK STREET, ROOM #327 AND (B) THE FOLLOWING FURNITURE ON SAID PROPERTY: - BED, DRESSER, NIGHTSTAND.

III. TERM

THE AGREEMENT SHALL RUN MONTH-TO-MONTH, BEGINNING ON - FEBRUARY 5, 2003

IV. RENT

THE TOTAL MONTHLY RENTAL FOR SAID PROPERTY SHALL BE \$ 460.00
DUE AND PAYABLE ON (CIRCLE ONE): THE 1ST OF EACH MONTH.

V. USE OF PROPERTY

TENANT SHALL USE THE PROPERTY ONLY FOR RESIDENTIAL PURPOSES.

VI. TENANT'S DUTY TO MAINTAIN PREMISES AND FURNISHINGS

TENANT SHALL KEEP THE DWELLING UNIT AND FURNISHINGS IN A CLEAN AND SANITARY CONDITION AND SHALL OTHERWISE COMPLY WITH ALL STATE AND LOCAL LAWS REQUIRING TENANTS TO MAINTAIN RENTED PREMISES. IF DAMAGE TO DWELLING UNIT (OTHER THAN NORMAL WEAR AND TEAR) IS CAUSED BY ACTS OF NEGLIGENCE BY TENANT OR OTHERS WHO ARE IN UNIT WITH TENANT'S PERMISSION, TENANT MAY REPAIR SUCH DAMAGE AT HIS OR HER OWN EXPENSE. UPON TENANT'S FAILURE TO MAKE SUCH REPAIRS, AFTER REASONABLE NOTICE BY LANDLORD, LANDLORD MAY CAUSE SUCH REPAIRS TO BE MADE AND TENANT SHALL BE LIABLE TO LANDLORD FOR ANY REASONABLE EXPENSE THEREBY INCURRED BY LANDLORD.

XII. LANDLORD'S OBLIGATION TO REPAIR & MAINTAIN PREMISES

LANDLORD SHALL MAINTAIN THE BUILDING AND GROUNDS IN A DECENT, SAFE AND SANITARY CONDITION, AND SHALL COMPLY WITH ALL STATE AND LOCAL LAWS, REGULATIONS AND ORDINANCES CONCERNING THE CONDITION OF DWELLING UNIT.

XIII. VISITOR POLICY

VISITING HOURS ARE 9AM TO 9PM. ALL VISITORS MUST BE OUT OF THE BUILDING BY 9PM. EACH TENANT IS ALLOWED ONE GUEST AT A TIME. TENANT IS RESPONSIBLE FOR THE BEHAVIOR OF VISITOR AT ALL TIMES. TENANT MUST ACCOMPANY VISITOR AT ALL TIMES. VISITORS ARE NOT PERMITTED TO VISIT OTHER ROOMS, ROAM THE HOTEL OR FREQUENT COMMON AREAS WITHOUT TENANT. VISITOR MUST REGISTER WITH THE FRONT DESK, AND MUST PRESENT A VALID PHOTO I.D. ONLY VALID STATE I.D.'S OR PASSPORTS WILL BE ACCEPTED. NO VISITING IS ALLOWED ON THE DAYS WHEN COUNTY ASSISTANCE AND SSI CHECKS ARE ISSUED, USUALLY THE 1ST OF EACH MONTH. TENANTS SHALL NOT HAVE OVERNIGHT GUESTS WITHIN THE FIRST THIRTY DAYS OF TENANCY. A MAXIMUM OF EIGHT OVERNIGHT GUESTS MAY BE GRANTED IN EACH CALENDAR MONTH. OVERNIGHT VISITS MAY NOT BE IN CONSECUTIVE DAYS UNLESS LANDLORD GIVES PRIOR WRITTEN CONSENT. TENANT MUST REQUEST AN OVERNIGHT VISIT 24 HOURS IN ADVANCE OF VISIT DATE. TENANT AND OVERNIGHT GUESTS MAY NOT LEAVE THE HOTEL DURING THE VISIT. ALL OVERNIGHT GUESTS ARE SUBJECT TO ALL VISITING POLICY RULES. VISITING PRIVILEGES MAY BE REVOKED. VISITOR POLICY IS SUBJECT TO CHANGE ON 30 DAYS NOTICE.

XIV. SUBLEASING

TENANT SHALL NOT ASSIGN THIS AGREEMENT OR SUBLET THE DWELLING UNIT.

XV. TERMINATION AND CLEANING

UPON VACATING DWELLING UNIT AND PREMISES, TENANT SHALL REMOVE ALL PERSONAL PROPERTY BELONGING TO HIM OR HER, AND LEAVE THE PREMISES AS CLEAN AS SHE OR HE FOUND THEM (NORMAL WEAR AND TEAR EXCEPTED).

XVI. ENTIRE AGREEMENT

THIS DOCUMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND NO PROMISES OR REPRESENTATIONS, OTHER THAN THOSE CONTAINED HEREIN AND THOSE IMPLIED IN LAW, HAVE BEEN MADE BY LANDLORD OR TENANT.

WHEREFORE WE, THE UNDERSIGNED, DO HEREBY EXECUTE AND AGREE TO THIS RENTAL AGREEMENT.

LANDLORD:

TENANT:

Ellis McDonald

VII. ALTERATIONS

NO SUBSTANTIAL ALTERATIONS, ADDITIONS, OR IMPROVEMENT SHALL BE MADE BY TENANT IN OR TO THE DWELLING UNIT WITHOUT THE PRIOR CONSENT OF LANDLORD IN WRITING. SUCH CONSENT SHALL NOT BE UNREASONABLY WITHHELD, BUT MAY BE CONDITIONED UPON TENANT'S AGREEING TO RESTORE THE DWELLING UNIT TO ITS PRIOR CONDITION UPON MOVING OUT.

VIII. NOISE

TENANT AGREES NOT TO ALLOW ON HIS OR HER PREMISES ANY EXCESSIVE NOISE OR OTHER ACTIVITY WHICH DISTURBS THE PEACE AND QUIET OF OTHER TENANTS IN THE BUILDING. LANDLORD AGREES TO PREVENT OTHER TENANTS AND OTHER PERSONS IN THE BUILDING OR COMMON AREAS FROM SIMILARLY DISTURBING TENANT'S PEACE AND QUIET.

IX. PETS

NO ANIMAL OR OTHER PET SHALL BE KEPT ON OR ABOUT THE PREMISES WITHOUT PRIOR WRITTEN CONSENT OF LANDLORD.

X. HOTEL HOUSE RULES

TENANT ACKNOWLEDGES RECEIPT OF, AND HAS A COPY OF THE HOUSE RULES, WHICH ARE HEREBY INCORPORATED INTO THIS AGREEMENT BY THIS REFERENCE. LANDLORD MAY TERMINATE THIS AGREEMENT, AS PROVIDED BY LAW, IF ANY OF THE HOUSE RULES ARE VIOLATED. THE LANDLORD RESERVES THE RIGHT TO MAKE REASONABLE CHANGES TO THE HOUSE RULES AT ANY TIME.

XI. INSPECTION BY LANDLORD

UNLESS TENANT HAS MOVED OUT, LANDLORD OR LANDLORD'S AGENTS MAY ENTER THE DWELLING UNIT ONLY FOR THE FOLLOWING PURPOSES: TO DEAL WITH EMERGENCIES; TO INSPECT THE UNIT TO ENSURE HABITABILITY; FOR PEST CONTROL SERVICES; TO MAKE NECESSARY OR AGREED REPAIRS OR SERVICES; TO SHOW UNIT TO PROSPECTIVE TENANTS, WORK PERSONS OR CONTRACTORS. UNLESS THERE IS AN EMERGENCY, LANDLORD MUST GIVE AT LEAST 24 HOURS PRIOR WRITTEN NOTICE OF INTENT TO ENTER, INCLUDING THE DATE, TIME AND PURPOSE OF INTENDED ENTRY. TENANT SHALL HAVE THE RIGHT TO REFUSE ENTRY (EXCEPT FOR EMERGENCY) BEFORE 9AM OR AFTER 6PM. IF TENANT OBJECTS TO AN INTENDED ENTRY BETWEEN 9AM AND 6PM, LANDLORD SHALL, WHERE FEASIBLE, ATTEMPT TO ARRANGE A MORE CONVENIENT TIME FOR TENANT.

HOUSE RULES
OF THE
NAME OF HOTEL

1. ANY ACT(S) WHICH VIOLATE(S) ANY CITY, STATE, OR FEDERAL LAW OR ORDINANCE AND/OR HOUSE RULE MAY SUBJECT YOU TO TERMINATION OF TENANCY. *lm*
INITIAL
2. THERE SHOULD BE NO LOUD NOISE, TV OR RADIO PLAYING WHICH DISTURBS OTHER RESIDENTS. ALL ACTIVITIES IN ANY COMMON AREA MUST END BY 10:00PM. *lm*
INITIAL
3. YOU ARE ASKED TO COOPERATE IN KEEPING THE HOTEL SECURE. YOU SHOULD REPORT STRANGERS TO THE FRONT DESK. DOORS AND GATES ARE TO BE KEPT CLOSED WHEN ENTERING OR LEAVING THE HOTEL. ROOM DOORS SHOULD ALWAYS BE LOCKED. *lm*
INITIAL
4. VIOLENT BEHAVIOR OR THREATS OF ANY KIND ARE STRICTLY PROHIBITED. PLEASE SPEAK WITH COURTESY TO ALL STAFF MEMBERS AS WELL AS TENANTS. *lm*
INITIAL
5. ABSOLUTELY NO USE OR POSSESSION OF ILLEGAL DRUGS IN THE HOTEL. *lm*
INITIAL
6. ABSOLUTELY NO ALCOHOL CONSUMPTION IN FRONT OF OR INSIDE THE COMMON AREAS OF THE HOTEL. *lm*
INITIAL
7. ABSOLUTELY NO SMOKING IN THE HOTEL EXCEPT FOR IN YOUR ROOM. *lm*
INITIAL
8. DAMAGE TO OR THEFT OF HOTEL PROPERTY IS PROHIBITED. YOU WILL BE HELD FINANCIALLY RESPONSIBLE FOR ANY DAMAGE IN THE HOTEL. *lm*
INITIAL
9. NO PUBLIC PASSAGE SHALL BE OBSTRUCTED BY YOU OR BY YOUR GUEST. *lm*
INITIAL
10. PETS ARE NOT ALLOWED. *lm*
INITIAL
11. FIRE ESCAPES MUST BE KEPT CLEAR AT ALL TIMES. *lm*
INITIAL

EXHIBIT 1

12. NO CLOTHES OR OTHER PERSONAL BELONGINGS MAY BE HUNG STORED FROM THE WINDOW OR ON THE EXTERIOR OF THE HOTEL. h

INITIAL

13. YOU MAY NOT THROW TRASH OUT YOUR WINDOW. h

INITIAL

14. ALL COMMON AREAS ARE CONSIDERED SHARED SPACE, AND YOU ARE REQUIRED TO MAINTAIN RESPECT FOR PRIVATE AND COMMUNITY PROPERTY AS WELL AS ALL PERSONS ENJOYING THE AREA. h

INITIAL

15. YOU ARE NOT PERMITTED TO COOK IN YOUR ROOM. h

INITIAL

16. PROPER ATTIRE IS REQUIRED IN COMMON AREAS AT ALL TIMES. h

INITIAL

17. PLEASE INFORM MANAGEMENT OF ALL NEEDED REPAIRS IN A TIMELY MANNER. PLEASE MAKE THESE REQUESTS IN WRITING. h

INITIAL

18. IF ENTRY IS NOT POSSIBLE DURING AN EMERGENCY DUE TO AN ALTERED LOCK, TENANT WILL BE HELD LIABLE FOR ALL DAMAGES. h

INITIAL

19. TENANT WILL BE CHARGED THE ACTUAL COST OF REPLACING KEYS, LOCKS OR REPAIRING DAMAGE TO THEIR UNIT DUE TO LOSS OR NEGLIGENCE. h

INITIAL

20. MANAGEMENT RESERVES THE RIGHT TO REFUSE ENTRY TO VISITORS OR GUESTS. h

INITIAL

21. TENANT IS RESPONSIBLE FOR GUESTS AT ALL TIMES. h

INITIAL

22. GUESTS MUST REGISTER AT FRONT DESK AND SIGN OUT WHEN LEAVING. TENANT MUST ACCOMPANY GUESTS THROUGHOUT THE HOTEL. h

INITIAL

THE UNDERSIGNED TENANT AGREE TO ADHERE TO THE ABOVE HOUSE RULES.

TENANT SIGNATURE Elle M. Davis

DATE 2/5/03

1 John P. Zanghi (Bar No. 145845)
2 ZANGHI TORRES ARSHAWSKY LLP
3 703 Market Street, Suite 1600
4 San Francisco, CA 94103
5 (415) 977-0444
6 Attorneys for
7 The Tenderloin Housing Clinic, Incorporated

RECEIVED
2005 DEC 23 PM 1:15
S.F. RESIDENTIAL RENT
STABILIZATION AND
ARBITRATION BOARD

8 **THREE DAY NOTICE TO QUIT**

9 TO: Ellis McDonald and all other occupants of 459 Turk Street, Room #112, San Francisco,
10 California (the subject premises)

11 **NOTICE IS HEREBY GIVEN** that within three days after service of this notice
12 upon you, you are required to vacate the subject premises and give up possession of the
13 subject premises to the landlord, the Tenderloin Housing Clinic, Incorporated. You must quit
14 the premises and deliver possession entirely thereof to Booker Thomas, the authorized
15 employee of the Tenderloin Housing Clinic Incorporated, who is authorized to obtain
16 possession from you. The office of Booker Thomas of the Tenderloin Housing Clinic,
17 Incorporated is located at the Vincent Hotel at 459 Turk Street, San Francisco, California.

18 This notice is given in good faith, with honest intent, and without ulterior reason, pursuant
19 to California Code of Civil Procedure Section 1161 et seq., and Section 37.9 (a)(3) of the San
20 Francisco Residential Rent Stabilization and Arbitration Ordinance, on the grounds that you
21 have committed a nuisance and created a substantial interference with the comfort, safety and
22 enjoyment of other tenants and the landlord, specifically, as follows:

23 By engaging in dangerous behavior resulting in your being taken into custody by the San
24 Francisco Police Department and then held in custody for more than 15 days;

25 By repeatedly leaving food and food products in the hallways and common areas of the
26 building;

27 By storing rotting food in the unit causing a foul odor to emanate from the unit;

28 By bringing bedbug infested furniture into the building after this furniture had been
removed from the building because of the infestation;

By being verbally abusive to staff when they request that you comply with House Rules;

By being verbally abusive and harassing other residents of the building;

By routinely engaging in loud arguments with other residents and staff all of which
greatly disturbs other residents and interferes with staff's ability to manage the building; and

By refusing to comply with staff requests that you abide by House Rules.

WITHIN THREE DAYS after service of this notice upon you, you must quit the subject
premises and deliver possession entirely thereof to the Tenderloin Housing Clinic, Incorporated
as specified above. Your failure to vacate the premises within three days after service of this
notice upon you will cause the Tenderloin Housing Clinic, Incorporated 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 of the notice together

-1-

EXHIBIT 2

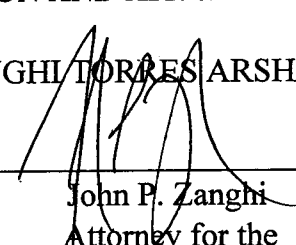
1 with damages for each day of occupancy after that date, and costs of suit which may include
2 court costs, and statutory penalties.

3 This notice is given pursuant to the California Code of Civil Procedure Section 1161 et
4 seq. in that the facts described above constitute grounds for recovery of possession of this rental
5 unit by the landlord.

6 **ADVICE CONCERNING THIS NOTICE IS AVAILABLE FROM THE SAN
7 FRANCISCO RESIDENTIAL RENT STABILIZATION AND ARBITRATION BOARD.**

8 Dated: December 21, 2005

ZANGHI TORRES ARSHAWSKY, LLP

9 
10 John P. Zanghi
11 Attorney for the

Tenderloin Housing Clinic, Incorporated

ATTACHMENT 15

15-1. Plaintiff is the authorized agent for the owner of the premises with express authorization to prosecute this action and recover possession in its own name.

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VERIFICATION

I am the authorized agent of the owner of the subject property in this action. I have my office in the City and County of San Francisco, State of California. The facts contained in the complaint are within my own personal knowledge. I am authorized to make this verification pursuant to a written property management agreement, for and on behalf of the owner.

I have read the foregoing Complaint - Unlawful Detainer and know of the contents thereof, and the same is true of my own personal knowledge, except as to those matters stated on information and belief and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date 12/30/05



Booker Thomas