ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
ARNOLD W. EVJE II, Attorney at Law, SB #095124
995 Market Street, Suite 1500
San Francisco, California, 94103
TELEPHONE NO.: (415) 495-8800 FAX NO. (Optional):
E-MAIL ADDRESS (Optional):
ATTORNEY FOR (Name): TENDERLOIN HOUSING CLINIC, INC., Plaintiff

UD-100

FOR COURT USE ONLY

FILED
San Francisco County Superior Court
MAR 7 - 2005
GORDON PARK-LI, Clerk
BY: Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
STREET ADDRESS: 400 McAllister Street
MAILING ADDRESS:
CITY AND ZIP CODE: San Francisco, California, 94102
BRANCH NAME:

PLAINTIFF: TENDERLOIN HOUSING CLINIC, INC.

DEFENDANT: TOMMY SULLIVAN

[X] DOES 1 TO 10, inclusive

SUMMONS ISSUED

CASE NUMBER: CUD-05-613495

## COMPLAINT — UNLAWFUL DETAINER*

[X] COMPLAINT [ ] AMENDED COMPLAINT (Amendment Number):

**Jurisdiction** *(check all that apply):*

[X] **ACTION IS A LIMITED CIVIL CASE**
Amount demanded [X] does not exceed $10,000
[ ] exceeds $10,000 but does not exceed $25,000

[ ] **ACTION IS AN UNLIMITED CIVIL CASE** (amount demanded exceeds $25,000)

[ ] **ACTION IS RECLASSIFIED** by this amended complaint or cross-complaint *(check all that apply):*
[ ] from unlawful detainer to general unlimited civil (possession not in issue)
[ ] from unlawful detainer to general limited civil (possession not in issue)
[ ] from limited to unlimited
[ ] from unlimited to limited

1. PLAINTIFF *(name each):* TENDERLOIN HOUSING CLINIC, INC.

alleges causes of action against DEFENDANT *(name each):* TOMMY SULLIVAN

2. a. Plaintiff is (1) [ ] an individual over the age of 18 years. (4) [ ] a partnership.
(2) [ ] a public agency. (5) [X] a corporation. California Nonprofit
(3) [ ] other *(specify):*

b. [ ] Plaintiff has complied with the fictitious business name laws and is doing business under the fictitious name of *(specify):*

3. Defendant named above is in possession of the premises located at *(street address, apt. no., city, zip code, and county):*
459 Turk Street, #226 , San Francisco, CA., 94102, San Francisco County

4. 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.
5. The true names and capacities of defendants sued as Does are unknown to plaintiff.
6. a. On or about *(date):* before August 16, 2004 defendant *(name each):* TOMMY SULLIVAN

(1) agreed to rent the premises as a [X] month-to-month tenancy [ ] other tenancy *(specify):*
(2) agreed to pay rent of $231.50 payable [ ] monthly [X] other *(specify frequency):* twice monthly
(3) agreed to pay rent on the [X] first of the month [X] other day *(specify):* and the sixteenth (16th) day of each month

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):*

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

PLAINTIFF (Name): TENDERLOIN HOUSING CLINIC, INC.

DEFENDANT (Name): TOMMY SULLIVAN, et al.

CASE NUMBER:

6. c. [X] The defendants not named in item 6a 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, 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. [X] a. Defendant *(name each):* TOMMY SULLIVAN

was served the following notice on the same date and in the same manner:
   (1) [X] 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):* February 22, 2005 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. *(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. [X] 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):*
   of suitable age and discretion, on *(date):* at defendant's [ ] residence [ ] business, a person
   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) [X] by posting a copy on the premises on *(date):* Feb. 18, 2005 [ ] AND giving a copy to a person found residing at the premises AND mailing a copy to defendant at the premises on *(date):* February 18, 2005
   (a) [ ] because defendant's residence and usual place of business cannot be ascertained OR
   (b) [X] 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.
9. [ ] Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.
10. [X] At the time the 3-day notice to pay rent or quit was served, the amount of rent due was $ 2,997.34
11. [X] The fair rental value of the premises is $ 15.43 per day.

| PLAINTIFF (Name): TENDERLOIN HOUSING CLINIC, INC. | CASE NUMBER: |
|---|---|
| DEFENDANT (Name): TOMMY SULLIVAN, et al. | |

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):* San Francisco Residential Rent Stabilization and Arbitration Ordinance, No. 276-79, 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**
    a. possession of the premises.
    b. costs incurred in this proceeding:
    c. ☒ past-due rent of $ 2,997.34
    d. ☐ reasonable attorney fees.
    e. ☒ forfeiture of the agreement.
    f. ☒ damages at the rate stated in item 11 from *(date:)* March 1, 2005 for each day that defendants remain in possession through entry of judgment.
    g. ☐ statutory damages up to $600 for the conduct alleged in item 12.
    h. ☒ other *(specify):* Such other and further relief as the Court may deem just and necessary.
18. ☒ Number of pages attached *(specify):* Two (2)

**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:)*
    a. Assistant's name:
    b. Street address, city, and zip code:
    c. Telephone No.:
    d. County of registration:
    e. Registration No.:
    c. Expires on *(date):*

Date: March 4, 2005

ARNOLD W. EVJE II
(TYPE OR PRINT NAME)

Arnold W. Evje II
(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 PAY RENT OR QUIT

TO: Tommy Sullivan 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 #226, Vincent Hotel 459 Turk Street, San Francisco, CA 94102.**

Your account is delinquent in the amount of **$2997.34** being the rent for the periods:

| FROM: | TO: | AMOUNT: |
|---|---|---|
| 08/16/04 | 08/31/04 | $219.34 Balance |
| 09/01/04 | 09/15/04 | $231.50 |
| 09/16/04 | 09/30/04 | $231.50 |
| 10/01/04 | 10/15/04 | $231.50 |
| 10/16/04 | 10/31/04 | $231.50 |
| 11/01/04 | 11/15/04 | $231.50 |
| 11/16/04 | 11/30/04 | $231.50 |
| 12/01/04 | 12/15/04 | $231.50 |
| 12/16/04 | 12/31/04 | $231.50 |
| 01/01/05 | 01/15/05 | $231.50 |
| 01/16/05 | 01/31/05 | $231.50 |
| 02/01/05 | 02/15/05 | $231.50 |
| 02/16/05 | 02/28/05 | $231.50 |

**This Notice Supersedes All Previous Notices.**

**YOU ARE HEREBY required to pay said rent in full within three (3) days, personally to the Vincent Hotel Manager on Duty, located at 459 Turk Street, San Francisco, California 94102, (415) 563-5540, office hours Monday through Friday, 8a.m. – 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.

DATED: **February 18, 2005**

Oscar E. Gomez
Resident Manager
459 Turk Street
San Francisco, CA 94102

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 March 4,2005.

Drennen Shelton

Director of Property Management