

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**

FOR COURT USE ONLY

FILED
 San Francisco County Superior Court

APR 19 2005

GORDON PARK-LI, Clerk
 BY: *[Signature]* 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, California, 94102
 BRANCH NAME:

PLAINTIFF: **TENDERLOIN HOUSING CLINIC, INC.**
 DEFENDANT: **MICHAEL CHESLEY,**
 DOES 1 TO 10, inclusive

COMPLAINT — UNLAWFUL DETAINER*
 COMPLAINT AMENDED COMPLAINT (Amendment Number):

CASE NUMBER:
00005613948

Jurisdiction (check all that apply):
 ACTION IS A LIMITED CIVIL CASE
 Amount demanded 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 limited to unlimited
 from unlawful detainer to general limited civil (possession not in issue) from unlimited to limited

1. PLAINTIFF (name each): **TENDERLOIN HOUSING CLINIC, INC.**
 alleges causes of action against DEFENDANT (name each): **MICHAEL CHESLEY**
2. a. Plaintiff is (1) an individual over the age of 18 years. (4) a partnership.
 (2) a public agency. (5) 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):
520 South Van Ness Avenue, #305, San Francisco, CA., 94110, San Francisco County
4. Plaintiff's interest in the premises is as owner 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** defendant (name each): **MICHAEL CHESLEY**
April 1, 2005
 (1) agreed to rent the premises as a month-to-month tenancy other tenancy (specify):
 (2) agreed to pay rent of \$ **465.00** 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):

PLAINTIFF (Name): TENDERLOIN HOUSING CLINIC, INC.	CASE NUMBER:
DEFENDANT (Name): MICHAEL CHESLEY, et al.	=

6. c. The defendants not named in item 6a 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, 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): MICHAEL CHESLEY

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): Three (3) Day Notice to Terminate Tenancy

b. (1) On (date): April 13, 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. 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): April 10, 2005
 - (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, § 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. 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 \$ _____ per day.

PLAINTIFF (Name): TENDERLOIN HOUSING CLINIC, INC. CASE NUMBER:
DEFENDANT (Name): MICHAEL CHESLEY, 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. [X] 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 \$
- d. [] reasonable attorney fees.
- e. [X] forfeiture of the agreement.
- f. [] damages at the rate stated in item 11 from (date) 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. [X] other (specify): Such other and further relief as the Court may deem just and necessary.

18. [X] Number of pages attached (specify): Two (2)


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

19. (Complete 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. Street address, city, and zip code:
- c. Telephone No.:
- d. County of registration:
- e. Registration No.:
- c. Expires on (date):

Date: April 18, 2005

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)

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THREE (3) DAY NOTICE
TO TERMINATE TENANCY

TO: MICHAEL CHEELEY, 520 South Van Ness Avenue, #305, San Francisco, CA.

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 CARLOS MENDOZA-HERNANDEZ, who is located at 520 South Van Ness Avenue, 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, on March 31, 2005, you were cooking on a hotplate in your room at the above premises in violation of the house rules at approximately 3:30 A.M. The smoke from the frying pan on top of the hotplate caused the smoke detector in the room to be activated. When you opened the door to your room, thick smoke billowed into the hall activating other smoke detectors, causing the hotel staff to awaken other tenant, begin evacuation procedures and call for the San Francisco Fire Department. The firefighters determined that the overheated hotplate caused the smoke. You also had burning candles in the room. Your disregard for the health and safety of others in the building could have caused serious property damage, personal injury or loss of life.

DATED: April 7, 2005



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

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 April 18, 2005.



Drennen Shelton

Director of Property Management