

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  
MAY 7 2005  
GORDON PARK-LI, Clerk  
BY: William E. Gustafson  
Deputy Clerk

**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: City and County of San Francisco

PLAINTIFF: Tenderloin Housing Clinic, Inc.  
DEFENDANT: Joseph A. Williams

DOES 1 TO 5  
**COMPLAINT — UNLAWFUL DETAINER\***  
 COMPLAINT  AMENDED COMPLAINT (Amendment Number):

**SUMMONS ISSUED**  
CASE NUMBER:  
**000 05 614402**

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): Joseph A. Williams
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):  
66 Geary Street, #517, city and county of San Francisco, CA 94108
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): 05/01/04 defendant (name each): Joseph A. Williams  
(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): 1st and the 15th of each month  
in two installments of \$232.50 each.  
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	CASE NUMBER:
DEFENDANT (Name): Joseph A. Williams	

- c.  The defendants not named in item 6a are
- (1)  subtenants.
  - (2)  assignees.
  - (3)  other (specify): subsequent occupants
- 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): Joseph A. Williams

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): 05/19/05 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 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): 05/16/05  AND giving a copy to a person found residing at the premises AND mailing a copy to defendant at the premises on (date): 05/16/05
  - (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.

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 \$ 15.50 per day.

PLAINTIFF (Name): Tenderloin Housing Clinic  
CASE NUMBER:  
DEFENDANT (Name): Joseph A. Williams

- 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

- 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 11 from (date:) 05/20/05 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 relief as the court deems just and proper.

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

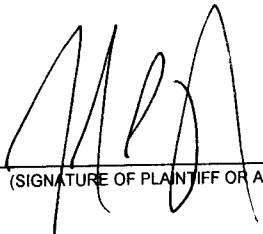
UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400-6415)

- 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:)

- 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: 05/26/05

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)

TENDERLOIN HOUSING CLINIC  
**RENTAL AGREEMENT**  
 GRAYSTONE HOTEL

**I. PARTIES**

THE PARTIES TO THIS AGREEMENT ARE TENDERLOIN HOUSING CLINIC, HEREIN CALLED "LANDLORD," AND Joseph A. Williams CALLED "TENANT."

**II. PROPERTY**

LANDLORD HEREBY LETS THE FOLLOWING PROPERTY TO TENANT FOR THE TERM OF THIS AGREEMENT: (A) THE PROPERTY LOCATED AT 66 GEARY STREET, ROOM # 517 AND (B) THE FOLLOWING FURNITURE ON SAID PROPERTY: \_\_\_\_\_

**III. TERM**

THE AGREEMENT SHALL RUN MONTH-TO-MONTH, BEGINNING ON May 1, 2004

**IV. RENT**

THE TOTAL MONTHLY RENTAL FOR SAID PROPERTY SHALL BE \$ 465. RENT MAY ONLY BE PAID BY MONEY ORDER. RENT IS DUE AND PAYABLE ON (CIRCLE ONE):

\$ 232.50 THE FIRST AND THE FIFTEENTH OF EACH MONTH  
 OR  
 \$ \_\_\_\_\_ THE FIRST 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 AS LONG AS THE QUALITY OF REPAIR WORK IS CONSISTENT WITH PROFESSIONAL AND INDUSTRIAL STANDARD. UPON TENANT'S FAILURE TO MAKE SUCH REPAIRS, AFTER REASONABLE NOTICE BY LANDLORD, LANDLORD MAY CAUSE SUCH REPAIR TO BE MADE AND TENANT SHALL BE LIABLE TO LANDLORD FOR ANY REASONABLE EXPENSE THEREBY INCURRED BY LANDLORD.

**VII. ALTERATIONS**

NO SUBSTANTIAL ALTERATIONS, ADDITION, 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 WITH 30 DAYS NOTICE.

**XI. INSPECTION BY LANDLORD**

UNLESS TENANT HAS MOVED OUT, LANDLORD OR LANDLORD 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 8AM OR AFTER 6PM. IF TENANT OBJECTS TO AN INTENDED ENTRY BETWEEN 8AM AND 6PM, LANDLORD SHALL, WHERE FEASIBLE, ATTEMPT TO ARRANGE A MORE CONVENIENT TIME FOR TENANT.

**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**

TENDERLOIN HOUSING CLINIC ADHERES TO THE UNIFORM HOTEL VISITOR POLICY, ADOPTED BY THE CITY AND COUNTY OF SAN FRANCISCO.

**XIV. SUBLEASING**

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

**XV. ACCESSIBLE ROOM TRANSFER POLICY**

TENANT UNDERSTANDS THAT HE OR SHE MUST TRANSFER FROM THE DWELLING UNIT IF THAT UNIT IS WHEELCHAIR ACCESSIBLE, AND IF THAT UNIT IS NEEDED FOR SOMEONE WHO IS DISABLED.

**XVI. 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).

**XVII. ENTIRE AGREEMENT**

THIS LEASE DOCUMENT AND LISTED ADDENDUMS 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.

[Signature]  
 LANDLORD SIGNATURE

DATE: 5/1/04

[Signature]  
 TENANT SIGNATURE

DATE: 5/1/04

**TENDERLOIN HOUSING CLINIC  
 HOUSE RULES**

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. [Signature] 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. [Signature] INITIAL
3. COMMON AREA WINDOWS, DOORS AND GATES SHOULD BE KEPT CLOSED AT ALL TIMES. [Signature] INITIAL
4. VIOLENT BEHAVIOR OR THREATS OF ANY KIND ARE STRICTLY PROHIBITED. PLEASE SPEAK WITH COURTESY TO ALL STAFF MEMBERS AS WELL AS TENANTS. [Signature] INITIAL
5. ABSOLUTELY NO USE OR POSSESSION OF ILLEGAL DRUGS IN THE HOTEL OR PREMISES. [Signature] INITIAL
6. ABSOLUTELY NO ALCOHOL CONSUMPTION IN FRONT OF OR INSIDE THE COMMON AREAS OF THE HOTEL. [Signature] INITIAL
7. ABSOLUTELY NO SMOKING IN THE HOTEL EXCEPT FOR IN YOUR ROOM. [Signature] INITIAL
8. DAMAGE TO OR THEFT OF HOTEL PROPERTY IS PROHIBITED. YOU WILL BE HELD FINANCIALLY RESPONSIBLE FOR ANY DAMAGE IN THE HOTEL. [Signature] INITIAL
9. NO PUBLIC PASSAGE SHALL BE OBSTRUCTED BY YOU OR BY YOUR GUEST. [Signature] INITIAL
10. PETS ARE NOT ALLOWED. [Signature] INITIAL
11. FIRE ESCAPES MAY NOT BE TAMPERED WITH. [Signature] INITIAL
12. SATELLITE DISHES, CLOTHES OR OTHER PERSONAL BELONGINGS MAY NOT BE INSTALLED, HUNG OR STORED FROM YOUR UNIT WINDOW, THE ROOF, ON THE EXTERIOR OF THE HOTEL, OR ANY UNRENTED COMMON AREA WITHOUT EXPRESS WRITTEN APPROVAL FROM THE PROPERTY SUPERVISOR. [Signature] INITIAL
13. YOU MAY NOT THROW TRASH OUT YOUR WINDOW. [Signature] 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. ILLEGAL AND ABUSIVE LANGUAGE AND/OR BEHAVIOR WILL NOT BE TOLERATED. [Signature] INITIAL
15. YOU ARE NOT PERMITTED TO COOK IN YOUR ROOM. [Signature] INITIAL
16. SHOES AND PROPER ATTIRE ARE REQUIRED IN COMMON AREAS AT ALL TIMES. [Signature] INITIAL

**EXHIBIT**



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 MAY 17 9:14:17  
ST. FRANCISCO  
COURT CLERK  
JENNIFER M. GARDNER

8 **THREE DAY NOTICE TO QUIT**

9 TO: Joseph A. Williams and all other occupants of 66 Geary Street, Room #517, San Francisco,  
10 California 94108 (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 Dedie Brown, the authorized  
15 employee of the Tenderloin Housing Clinic Incorporated, who is authorized to obtain  
16 possession from you. Dedie Brown from the Tenderloin Housing Clinic, Incorporated is  
17 located at 66 Geary Street, San Francisco, California.

18 This notice is given in good faith, with honest intent, and without ulterior motive, 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 violently assaulting another resident and pushing him down the stairs which resulted  
24 in your arrest by the San Francisco Police Department;
  - 25 By threatening other residents with physical harm;
  - 26 By being verbally abusive, harassing other residents of the building;
  - 27 By engaging in loud arguments with other residents to the disturbance of other residents
  - 28 By permitting playing your television and music at such a volume that it disturbs other  
residents;
  - By being verbally abusive toward staff of the building.
- Your actions have necessitated the intervention of the San Francisco Police Department.

29 **WITHIN THREE DAYS** after service of this notice upon you, you must quit the subject  
30 premises and deliver possession entirely thereof to the Tenderloin Housing Clinic, Incorporated  
31 as specified above. Your failure to vacate the premises within three days after service of this  
32 notice upon you will cause the Tenderloin Housing Clinic, Incorporated to initiate legal  
33 proceedings against you to declare a forfeiture of your rental agreement, to recover possession  
34 of the premises, and to seek judgment for rent owed through the expiration of the notice together  
35 with damages for each day of occupancy after that date, and costs of suit which may include  
36 court costs, and statutory penalties.

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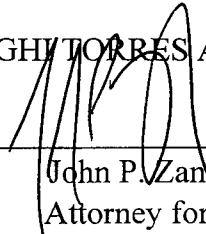
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seq. in that the facts described above constitute grounds for recovery of possession of this rental unit by the landlord.

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

Dated: May 15, 2005

ZANGHI TORRES ARSHAWSKY, LLP



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John P. Zanghi  
Attorney for the  
Tenderloin Housing Clinic, Incorporated

cc SFRRSAB

ATTACHMENT 15

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Plaintiff is authorized agent for the owner of the subject property and has expressed authority to prosecute this action and recover possession in its own name.



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VERIFICATION


I, Drennen Shelton DECLARE THE FOLLOWING:

I am the employee for the plaintiff most knowledgeable about this matter and I am authorized by my employer to execute this verification.

I have read the foregoing Complaint - Unlawful Detainer and the contents thereof are true and correct, except as to those matters which are stated on information and belief, which I believe to be true and correct.

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

Dated: 05/26/05

  
Drennen Shelton