982.1(90)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address):	TELEPHONE NO.:	FOR COURT USE ONLY
ARNOLD W. EVJE II, Attorney at Law, #095124 995 Market Street, Suite 1500 San Francisco, California, 94103	(415) 495-8800	SUPERIOR COURT COUNTY OF SAN FRANCISCO 2004 AUG 11 AM 10: 14 GORDON PARK LI, CLERK BY: PARAM NATT, DEPUTY CLERK
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: ARTHUR RANIERI, [X] DOES 1 TO 10, inclusive		
COMPLAINT—Unlawful Detainer* possession		CASE NUMBER: CUD 04-611356

1. 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*):

2. Defendants named above are in possession of the premises located at (*street address, apt. No., city, and county*):
875 Post Street, # 125, San Francisco, CA., 94109, County of San Francisco 94109

3. 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.

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

5. a. On or about (*date*): before August 1, 2004 defendants (*names*): ARTHUR RANIERI
(1) agreed to rent the premises for a [XX] month-to-month tenancy [ ] other tenancy (*specify*):
(2) agreed to pay rent of $ 655.00 payable [X] monthly [ ] other (*specify frequency*):
The rent is due on the [X] first of the month [ ] other day (*specify*):

b. This [ ] written [X] oral agreement was made with
(1) [ ] plaintiff (3) [ ] plaintiff's predecessor in interest
(2) [X] plaintiff's agent (4) [ ] other (*specify*):

c. [X] The defendants not named in item 5a 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 is attached and labeled Exhibit 1.

6. [X] a. Defendants (*names*): ARTHUR RANIERI
were served the following notice on the same date and in the same manner:
(1) [ ] 3-day notice to pay rent or quit (4) [ ] 3-day notice to quit
(2) [ ] 3-day notice to perform covenants or quit (5) [ ] 30-day notice to quit
(3) [X] other (*specify*): Three (3) Day Notice to Terminate Tenancy

b. (1) On (*date*): August 9, 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. [X] 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): ARHTUR RANIERI, et al.	

7. a. [X] The notice in item 6a was served on the defendants named in item 6a as follows:
   (1) [X] by personally handing a copy to defendant on *(date)*: August 4, 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. [X] 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. [X] 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. [X] other *(specify)*: Such other and further relief as the Court may deem just and necessary.
17. [X] 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 [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. 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: ARTHUR RANIERI, 875 Post Street, #125, 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 MICHAEL MALARET, who is located at 875 Post Street, Manager's Unit, 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 or about July 2, 2004, you threatened another tenant at the premises to "kick [his] ass", without justification or provocation when he asked you to stop making noise and disturnbin him. On July 25, 2004, you swung your closed fist at the building manager twice after he asked you not to smoke or drink on the front steps of the building, and at that time you called him a "faggot" and a"cocksucker." On August 3, 2004, you swung your closed fist at a United States lettercarrier who was delivering mail in the building and threw mail at another letter carrier and the building manager in the building on that same date. Violence and threats of violence against other tenants, staff, visitors and invitees to the building is absolutely forbidden.

DATED: August 3, 2004

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

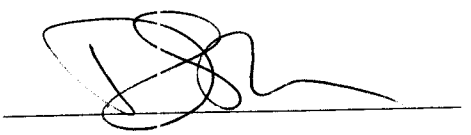
EXHIBIT 2

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 August 10, 2004.



Drennen Shelton

Director of Property Management