



PLAINTIFF (Name): PRESERVATION HOTEL CALIFORNIA, LP	CASE NUMBER:
DEFENDANT (Name): DAVID NATHANIEL PIERCY aka DAVID PIERCY aka DAVID PERCY;	

6. c.  The defendants not named in item 6a are
- (1)  subtenants.
  - (2)  assignees.
  - (3)  other (specify):
- d.  The agreement was later changed as follows (specify): EFFECTIVE 2/1/14, CONTRACT RENT CHANGED TO \$971.00 PER MONTH, DEFENDANT'S PORTION TO \$27.00, HUD PORTION TO \$944.00.
- 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): DAVID NATHANIEL PIERCY aka DAVID PIERCY aka DAVID PERCY;

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): 4/30/15 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): 4/27/15  AND giving a copy to a person found  
residing at the premises AND mailing a copy to defendant at the premises on  
(date): 4/27/15  
(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): PRESERVATION HOTEL CALIFORNIA, LP	CASE NUMBER:
DEFENDANT (Name): DAVID NATHANIEL PIERCY aka DAVID PIERCY aka DAVID PERCY;	

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 \$ .90 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):

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.                                      | f. <input checked="" type="checkbox"/> damages at the rate stated in item 11 from (date): 5/1/15 for each day that defendants remain in possession through entry of judgment. |
| b. costs incurred in this proceeding:                               | g. <input type="checkbox"/> statutory damages up to \$600 for the conduct alleged in item 12.   |
| c. <input type="checkbox"/> past-due rent of \$                     | h. <input type="checkbox"/> other (specify):  |
| d. <input type="checkbox"/> reasonable attorney fees.               |   |
| e. <input checked="" type="checkbox"/> forfeiture of the agreement. |   |

18.  Number of pages attached (specify): 13


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:                   | c. Telephone No.:          |
| b. Street address, city, and zip code: | d. County of registration: |
|  | e. Registration No.:       |
|  | f. Expires on (date):      |

Date: 5/8/2015

STEVEN R. HRDLICKA #117557  
(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)

  
\_\_\_\_\_  
(SIGNATURE OF PLAINTIFF)

VERIFICATION

STATE OF CALIFORNIA, COUNTY OF FRESNO

I have read the foregoing COMPLAINT FOR UNLAWFUL DETAINER

and know its contents.

[X] CHECK APPLICABLE PARAGRAPHS

[ ] I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

[X] I am [ ] an Officer [ ] a partner [X] a MANAGER of PRESERVATION HOTEL CALIFORNIA, LP

a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. [ ] I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. [ ] The matters stated in the foregoing document are true of my own knowledge, except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

[ ] I am one of the attorneys for a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on 5/8/2015, at FRESNO, California. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

TRUDY ESPARZA Type or Print Name

[Handwritten Signature] Signature

PROOF OF SERVICE 1013a (3) CCP Revised 5/1/88

STATE OF CALIFORNIA, COUNTY OF

I am employed in the county of, State of California.

I am over the age of 18 and not a party to the within action; my business address is:

On, I served the foregoing document described as

on in this action

- [ ] by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list:
[ ] by placing [ ] the original [ ] a true copy thereof enclosed in sealed envelopes addressed as follows:

[ ] BY MAIL

[ ] \*I deposited such envelope in the mail at, California. The envelope was mailed with postage thereon fully prepaid.

[ ] As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on, at, California.

[ ] \*\*(BY PERSONAL SERVICE) I delivered such envelope by hand to the offices of the addressee.

Executed on, at, California.

[ ] (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

[ ] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Type or Print Name

Signature

\*(BY MAIL SIGNATURE MUST BE OF PERSON DEPOSITING ENVELOPE IN MAIL SLOT, BOX, OR BAG)

\*\* (FOR PERSONAL SERVICE SIGNATURE MUST BE THAT OF MESSENGER)



## MODEL LEASE FOR SUBSIDIZED PROGRAMS

1. Parties and Dwelling Unit: The parties to this agreement are, Western America Properties referred to as the Landlord, and David Piercy
- referred to as the Tenant.
- The Landlord leases to the Tenant(s) unit number 0802 located at 855 Van Ness Ave. 0802; Fresno, CA 93721 in the project known as THE CALIFORNIAN APTS #7058
2. Length of Time (Term): The initial term of this Agreement shall begin on February 20, 2013 and end on February 19, 2014. After the initial term ends, the Agreement will continue for successive terms of one month each unless automatically terminated as permitted by paragraph 23 of this Agreement.
3. Rent: The Tenant agrees to pay \$ 21.00 for the partial month ending on February 28, 2013. After that, Tenant agrees to pay a rent of \$ 64.00 per month. This amount is due on the 1st day of the month at 851 Van Ness Ave.; Fresno, CA 93721
- The Tenant understands that this monthly rent is less than the market (unsubsidized) rent due on this unit. This lower rent is available either because the mortgage on this project is subsidized by the Department of Housing and Urban Development (HUD) and/or because HUD makes monthly payments to the Landlord on behalf of the Tenant. The amount, if any, that HUD makes available monthly on behalf of the Tenant is called the tenant assistance payment and is shown on the "Assistance Payment" line of the Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures form which is Attachment No. 1 to this Agreement.
4. Changes in the Tenant's Share of the Rent: The Tenant agrees that the amount of rent the Tenant pays and/or the amount of assistance that HUD pays on behalf of the Tenant may be changed during the term of this Agreement if:
- HUD or the Contract Administrator (such as a Public Housing Agency) determines, in accordance with HUD procedures, that an increase in rents is needed;
  - HUD or the Contract Administrator changes any allowance for utilities or services considered in computing the Tenant's share of the rent;
  - the income, the number of persons in the Tenant's household or other factors considered in calculating the Tenant's rent change and HUD procedures provide that the Tenant's rent or assistance payment be adjusted to reflect the change;
  - changes in the Tenant's rent or assistance payment are required by HUD's recertification or subsidy termination procedures;



- e. HUD's procedures for computing the Tenant's assistance payment or rent change; or
- f. the Tenant fails to provide information on his/her income, family composition or other factors as required by the Landlord.

The Landlord agrees to implement changes in the Tenant's rent or tenant assistance payment only in accordance with the time frames and administrative procedures set forth in HUD's handbooks, instructions and regulations related to administration of multifamily subsidy programs. The Landlord agrees to give the Tenant at least 30 days advance written notice of any increase in the Tenant's rent except as noted in paragraphs 11, 15 or 17. The Notice will state the new amount the Tenant is required to pay, the date the new amount is effective, and the reasons for the change in rent. The Notice will also advise the Tenant that he/she may meet with the Landlord to discuss the rent change.

5. Charges for Late Payments and Returned Checks:

If the Tenant does not pay the full amount of the rent shown in paragraph 3 by the end of the 5th day of the month, the Landlord may Collect a fee of \$5 on the 6th day of the month. Thereafter, the Landlord may collect \$1 for each additional day the rent remains unpaid during the month it is due.

The Landlord may not terminate this Agreement for failure to pay late charges, but may terminate this Agreement for non-payment of rent, as explained in paragraph 23. The Landlord may collect a fee of \$0.00 on the second or any additional time a check is not honored for payment (bounces). The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Tenant.

6. Condition of Dwelling Unit

By signing this Agreement, the Tenant acknowledges that the unit is safe, clean and in good condition. The Tenant agrees that all Appliances and equipment in the unit are in good working order, except as described on the Unit Inspection Report, which is Attachment No. 2 to this Agreement. The Tenant also agrees that the Landlord has made no promises to decorate, alter, repair or improve the unit, except as listed on the Unit Inspection Report.

7. Charges for Utilities and Services:

The following charts describe how the cost of utilities and services related to occupancy of the unit will be paid. The Tenant agrees that these charts accurately describe the utilities and services paid by the Landlord and those paid by the Tenant.

- a. The Tenant must pay for the utilities in column (1). Payments should be made directly to the appropriate utility company. The items in column (2) are included in the Tenant's rent.

(1)		(2)
Put "x" by any Utility Tenant pays directly	Type of Utility	Put an "x" by any utility included in Tenant Rent
	Heat	
	Lights, Electric	
	Cooking	
	Water	
	Other - Specify	
	ALL	

- b. The Tenant agrees to pay the Landlord the amount shown in column (3) on the date the rent is due. The Landlord certifies that HUD had authorized him/her to collect the type of charges shown in column (3) and that the amounts shown in column (3) do not exceed the amounts authorized by HUD.



(3)	
	Show Amount Tenant Pays to Landlord in Addition to Rent
Parking	\$
Other (Specify)	\$
	\$
	\$
	\$

8. Security Deposits:

The Tenant has deposited \$ 64.00 with the Landlord. The Landlord will hold this security deposit for the period the Tenant occupies the unit. After the Tenant has moved from the unit, the Landlord will determine whether the Tenant is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures.

- a. The Tenant will be eligible for a refund of the security Deposit only if the Tenant provided the Landlord with the 30-day written notice of intent to move required by paragraph 23, unless the Tenant was unable to give the notice for reasons beyond his/her control.
- b. After the Tenant has moved from the unit, the Landlord will inspect the unit and complete another Unit Inspection Report. The Landlord will permit the Tenant to participate in the inspection, if the Tenant so requests.
- c. The Landlord will refund to the Tenant the amount of the security deposit plus interest computed at 2.00 %, beginning February 20, 2013, less any amount needed to pay the cost of:
  - (1) unpaid rent;
  - (2) damages that are not due to normal wear and tear and are not listed on the Unit Inspection Report;
  - (3) charges for late payment of rent and returned checks, as described in paragraph 5; and
  - (4) charges for unreturned keys, as described in paragraph 9.
- d. The Landlord agrees to refund the amount computed in paragraph 8c within 30 days after the Tenant has permanently moved out of the unit, returned possession of the unit to the Landlord, and given his/her new address to the Landlord. The Landlord will also give the Tenant a written list of charges that were subtracted from the deposit. If the Tenant disagrees with the Landlord concerning the amounts deducted and asks to meet with the Landlord, the Landlord agrees to meet with the Tenant and informally discuss the disputed charges.
- e. If the unit is rented by more than one person, the Tenants agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to any Tenant identified in Paragraph 1 of this Agreement.
- f. The Tenant understands that the Landlord will not count the Security Deposit towards the last month's rent or towards repair charges owed by the Tenant in accordance with paragraph 11.

9. Keys and Locks:

The Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. When this Agreement ends, the Tenant agrees to return all keys to the dwelling unit to the Landlord. The Landlord may charge the Tenant \$ 5.00 for each key not returned.

10. Maintenance:

- a. The Landlord agrees to:



- (1) regularly clean all common areas of the project;
  - (2) maintain the common areas and facilities in a safe condition;
  - (3) arrange for collection and removal of trash and garbage;
  - (4) maintain all equipment and appliances in safe and working order;
  - (5) make necessary repairs with reasonable promptness;
  - (6) maintain exterior lighting in good working order;
  - (7) provide extermination services, as necessary; and
  - (8) maintain grounds and shrubs.
- b. The Tenant agrees to:
- (1) keep the unit clean;
  - (2) use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
  - (3) not litter the grounds or common areas of the project;
  - (4) not destroy, deface, damage or remove any part of the unit, common areas, or project grounds;
  - (5) give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities; and
  - (6) remove garbage and other waste from the unit in a clean and safe manner.

11. Damages: Whenever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, the Tenant agrees to pay:
- a. the cost of all repairs and do so within 30 days after receipt of the Landlord's demand for the repair charges; and
  - b. rent for the period the unit is damaged whether or not the unit is habitable. The Tenant understands that HUD will not make assistance payments for any period in which the unit is not habitable. For any such period, the Tenant agrees to pay the HUD-approved market rent rather than the Tenant rent shown in paragraph 3 of this agreement.

12. Restrictions on Alterations: No alteration, addition, or improvements shall be made in or to the premises without the prior consent of the Landlord in writing. The Landlord agrees to provide reasonable accommodation to an otherwise eligible tenant's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas. The Landlord is not required to provide accommodations that constitute a fundamental alteration to the Landlord's program or which would pose a substantial financial and administrative hardship. See the regulations at 24 CFR Part 8. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Landlord must then allow the tenant to make and pay for the modification in accordance with the Fair Housing Act.

13. General Restrictions: The Tenant must live in the unit and the unit must be the Tenant's only place of residence. The Tenant shall use the premises only as a private dwelling for himself/herself and the individuals listed on the Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures, Attachment 1. The Tenant agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. The Tenant agrees not to:
- a. sublet or assign the unit, or any part of the unit;
  - b. use the unit for unlawful purposes;
  - c. engage in or permit unlawful activities in the unit, in the common areas or on the project grounds;
  - d. have pets or animals of any kind in the unit without the prior written permission of the Landlord, but the landlord will allow the tenant to keep an animal needed as a reasonable accommodation to the tenant's disability, and will allow animals to accompany visitors with disabilities who need such animals as an accommodation to their disabilities; or



- e. make or permit noises or acts that will disturb the rights or comfort of neighbors. The Tenant agrees to keep the volume of any radio, phonograph, television or musical instrument at a level, which will not disturb the neighbors.

14. Rules: The Tenant agrees to obey the House Rules, which are Attachment No. 3 to this Agreement. The tenant agrees to obey additional rules established after the effective date of this Agreement if:
- a. the rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Tenants; and
  - b. the Tenant receives written notice of the proposed rule at least 30 days before the rule is enforced.

15. Regularly Scheduled Recertifications: Every year around the first day of October, the Landlord will request the Tenant to report the income and composition of the Tenant's household and to supply any other information required by HUD for the purposes of determining the Tenant's rent and assistance payment, if any. The Tenant agrees to provide accurate statements of this information and to do so by the date specified in the Landlord's request. The landlord will verify the information supplied by the Tenant and use the verified information to re-compute the amount of the Tenant's rent and assistance payment, if any.

- a. If the Tenant does not submit the required recertification information by the date specified in the Landlord's request, the Landlord may impose the following penalties. The Landlord may implement these penalties only in accordance with the administrative procedures and time frames specified in HUD's regulations, handbooks and instructions related to the administration of multifamily subsidy programs.
  - (1) Require the Tenant to pay the higher, HUD-approved market rent for the unit.
  - (2) Implement any increase in rent resulting from the recertification processing without providing the 30-day notice otherwise required by paragraph 4 of this Agreement.
- b. The Tenant may request to meet with the Landlord to discuss any change in rent or assistance payment resulting from the recertification processing. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and discuss how the Tenant's rent and assistance payment, if any, were computed.

16. Reporting Changes Between Regularly Scheduled Recertifications:
- a. If any of the following changes occur, the Tenant agrees to advise the Landlord immediately.
    - (1) Any household member moves out of the unit.
    - (2) An adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.
    - (3) The household's income cumulatively increases by \$200 or more a month.
  - b. The Tenant may report any decrease in income or any change in other factors considered in calculating the Tenant's rent. Unless the Landlord has confirmation that the decrease in income or change in other factors will last less than one month, the Landlord will verify the information and make the appropriate rent reduction. However, if the Tenant's income will be partially or fully restored within two months, the Landlord may delay the certification process until the new income is known, but the rent reduction will be retroactive and the Landlord may not evict the Tenant for nonpayment of rent due during the period of the reported decrease and the completion of the certification process. The Tenant has thirty days after receiving written notice of any rent due for the above described time period to pay or the Landlord can evict for nonpayment of rent. (Revised 3/22/89)
  - c. If the Tenant does not advise the Landlord of these interim changes, the Landlord may increase the Tenant's rent to the HUD-approved market rent. The Landlord



may do so only in accordance with the time frames and administrative procedures set forth in HUD's regulations, handbooks and instructions on the administration of multifamily subsidy programs.

- d. The Tenant may request to meet with the Landlord to discuss how any change in income or other factors affected his/her rent or assistance payment, if any. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and explain how the Tenant's rent or assistance payment, if any, was computed.
17. Removal of Subsidy:
- a. The Tenant understands that assistance made available on his/her behalf may be terminated if events in either items 1 or 2 below occur. Termination of assistance means that the Landlord may make the assistance available to another Tenant and the Tenant's rent will be re-computed. In addition, if the Tenant's assistance is terminated because of criterion (1) below, the Tenant will be required to pay the HUD-approved market rent for the unit.
- (1) The Tenant does not provide the Landlord with the information or reports required by paragraph 15 or 16 within 10 calendar days after receipt of the Landlord's notice of intent to terminate the Tenant's assistance payment.
- (2) The amount the Tenant would be required to pay towards rent and utilities under HUD rules and regulations equals the Family Gross Rent shown on Attachment 1.
- b. The Landlord agrees to give the Tenant written notice of the proposed termination. The notice will advise the Tenant that, during the ten calendar days following the date of the notice, he/she may request to meet with the Landlord to discuss the proposed termination of assistance. If the Tenant requests a discussion of the proposed termination, the Landlord agrees to meet with the Tenant.
- c. Termination of assistance shall not affect the Tenant's other rights under this Agreement, including the right to occupy the unit. Assistance may subsequently be reinstated if the Tenant submits the income or other data required by HUD procedures, the Landlord determines the Tenant is eligible for assistance, and assistance is available.
18. Tenant Obligation To Repay: If the tenant submits false information on any application, certification or request for interim adjustment or does not report interim changes in family income or other factors as required by paragraph 16 of this Agreement, and as a result, is charged a rent less than the amount required by HUD's rent formulas, the Tenant agrees to reimburse the Landlord for the difference between the rent he/she should have paid and the rent he/she was charged. The Tenant is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow HUD's procedures for computing rent or assistance payments.
19. Size of Dwelling The Tenant understands that HUD requires the Landlord to assign units in accordance with the Landlord's written occupancy standards. These standards include consideration of unit size, relationship of family members, age and sex of family members and family preference. If the Tenant is or becomes eligible for a different size unit, and the required size unit becomes available, the Tenant agrees to:
- a. move within 30 days after the Landlord notifies him/her that unit of the required size is available within the project; or
- b. remain in the same unit and pay the HUD-approved market rent.
20. Access by Landlord:
- a. The Landlord agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of his/her intent to enter the unit, and to enter the unit only after receiving the Tenant's consent to do so, except when urgency situations make such notices impossible or except under paragraph (c) below.
- b. The Tenant consents in advance to the following entries into the unit:



- (i) The tenant agrees to permit the Landlord, his/her agents or other persons, when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs and periodic inspections.
- (ii) After the Tenant has given a notice of intent to move, the Tenant agrees to permit the Landlord to show the unit to prospective tenants during reasonable hours.
- c. If the Tenant moves before this Agreement ends, the Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.

21. Discrimination Prohibited: The Landlord agrees not to discriminate based upon race, color, religion, creed, National origin, sex, age, familial status, and disability.
22. Change in Rental Agreement: The Landlord may, with the prior approval of HUD, change the terms and conditions of this Agreement. Any changes will become effective only at the end of the initial term or a successive term. The Landlord must notify the Tenant of any change and must offer the Tenant a new Agreement or an amendment to the existing Agreement. The Tenant must receive the notice at least 60 days before the proposed effective date of the change. The Tenant may accept the changed terms and conditions by signing the new Agreement or the amendment to the existing Agreement and returning it to the Landlord. The Tenant may reject the changed terms and conditions by giving the Landlord written notice that he/she intends to terminate the tenancy. The Tenant must give such notice at least 30 days before the proposed change will go into effect. If the Tenant does not accept the amended agreement, the Landlord may require the Tenant to move from the project, as provided in paragraph 23.
23. Termination of Tenancy:
- a. To terminate this Agreement, the Tenant must give the Landlord 30-days written notice before moving from the unit.
  - b. Any termination of this Agreement by the Landlord must be carried out in accordance with HUD regulations, State and local law, and the terms of this Agreement.
  - c. The Landlord may terminate this Agreement for the following reasons:
    - (1) the Tenant's material noncompliance with the terms of this Agreement;
    - (2) the Tenant's material failure to carry out obligations under any State Landlord and Tenant Act;
    - (3) drug related criminal activity engaged in on or near the premises, by any tenant, household member, or guest, and any such activity engaged in on the premises by any other person under the tenant's control;
    - (4) determination made by the Landlord that a household member is illegally using a drug;
    - (5) determination made by the Landlord that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
    - (6) criminal activity by a tenant, any member of the tenant's household, a guest or another person under the tenant's control:
      - (a) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises);
      - (b) or that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
    - (7) if the tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that in the case of the State of New Jersey, is a high misdemeanor;
    - (8) if the tenant is violating a condition of probation or parole under Federal or State law;
    - (9) determination made by the Landlord that a household member's abuse or





pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;

(10) if the Landlord determines that the tenant, any member of the tenant's household, a guest or another person under the tenant's control has engaged in the criminal activity, regardless of whether the tenant, any member of the tenant's household, a guest or another person under the tenant's control has been arrested or convicted for such activity.

d. The Landlord may terminate this Agreement for other good cause, which includes, but is not limited to, the tenant's refusal to accept change to this agreement. Terminations for "other good cause" may only be effective as of the end of any initial or successive term.

The term material noncompliance with the lease includes: (1) one or more substantial violations of the lease; (2) repeated minor violations of the lease that (a) disrupt the livability of the project; (b) adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment to the leased premises and related project facilities, (c) interfere with the management of the project, or (d) have an adverse financial effect on the project (3) failure of the tenant to timely supply all required information on the income and composition, or eligibility factors, of the tenant household (including, but not limited to, failure to meet the disclosure and verification requirements for Social Security Numbers, or failure to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies), and (4) Non-payment of rent or any other financial obligation due under the lease beyond any grace period permitted under State law. The payment of rent or any other financial obligation due under the lease after the due date but within the grace period permitted under State law constitutes a minor violation.

e. If the Landlord proposes to terminate this Agreement, the Landlord agrees to give the Tenant written notice and the grounds for the proposed termination. If the Landlord is terminating this agreement for "other good cause," the termination notice must be mailed to the Tenant and hand-delivered to the dwelling unit in the manner required by HUD at least 30 days before the date the Tenant will be required to move from the unit and in accordance with State law requirements. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth in State and local law. Any HUD-required notice period may run concurrently with any notice period required by State or local law. All termination notices must:

- specify the date this Agreement will be terminated;
- state the grounds for termination with enough detail for the Tenant to prepare a defense;
- advise the Tenant that he/she has 10 days within which to discuss the proposed termination of tenancy with the Landlord. The 10-day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. If the Tenant requests the meeting, the Landlord agrees to discuss the proposed termination with the Tenant;
- and advise the Tenant of his/her right to defend the action in court.

f. If an eviction is initiated, the Landlord agrees to rely only upon those grounds cited in the termination notice required by paragraph e.

24. Hazards:

The Tenant shall not undertake, or permit his/her family or guests to undertake, any hazardous acts or do anything that will increase the project's insurance premiums. Such action constitutes a material non-compliance. If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be lived in and the damage is not caused or made worse by the Tenant, the Tenant will be responsible for rent only up to the date of the destruction. Additional rent will not accrue until the unit has been repaired to a livable condition.

25. Penalties for

Knowingly giving the Landlord false information regarding income or other factors



Submitting False Information: considered in determining Tenant's eligibility and rent is a material noncompliance with the lease subject to termination of tenancy. In addition, the Tenant could become subject to penalties available under Federal law. Those penalties include fines up to \$10,000 and imprisonment for up to five years.

26. Contents of this Agreement: This Agreement and its Attachments make up the entire agreement between the Landlord and the Tenant regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both the Landlord and the Tenant will continue to be bound by them.

27. Attachments to the Agreement: The Tenant certifies that he/she has received a copy of this Agreement and the following Attachments to this Agreement and understands that these Attachments are part of this Agreement.  
a. Attachment No. 1 – Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures, form HUD-50059  
b. Attachment No. 2 - Unit Inspection Report.  
c. Attachment No. 3 - House Rules (if any).

28. Tenants' rights to organize: Landlord agrees to allow tenant and tenant organizers to conduct on the property the activities related to the establishment or operation of a tenant organization set out in accordance with HUD requirements.

29. Tenant Income Verification: The Tenant must promptly provide the Landlord with any letter or other notice by HUD to a member of the family that provides information concerning the amount or verification of family income in accordance with HUD requirements.

30. The lease agreement will terminate automatically, if the Section 8 Housing Assistance contract terminates for any reason.

31. Signatures:

TENANT BY:

- 1. David Piercy
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_

12/20/13  
Date Signed  
/ /  
Date Signed  
/ /  
Date Signed  
/ /  
Date Signed  
/ /  
Date Signed

LANDLORD BY:

Trudy Morley

2/20/13  
Date Signed

*Public reporting burden - HUD is not requesting approval of any burden hours for the model leases since use of leases are a standard business practice in the housing rental industry. This information is required to obtain benefits. The request and required supporting documentation are sent to HUD or the Contract Administrator (CA) for approval. The lease is a contract between the owner of the project and the tenant(s) that explains the terms for residing in the unit. Leases are a standard business practice in the housing rental industry. Owners are required to use the HUD model lease which includes*



*terms normally covered by leases used in the housing rental industry plus terms required by HUD for the program under which the project was built and/or the program providing rental assistance to the tenants.*

*This information is authorized by 24 CFR 5.360, 236.750, 880.606, 883.701, 884.215, 886.127, 891.425, 891.625 and 891.765 cover lease requirements and provisions. This information is considered non-sensitive and does not require any special protection.*



**THREE DAY NOTICE TO PERFORM CONDITIONS  
AND/OR COVENANTS OR QUIT**

TO: David Percy

---

(All residents and all others in possession)

**NOTICE IS HEREBY GIVEN** that you are in Violation of the terms of your Rental Agreement of the premises located at:

851 VAN NESS #802, FRESNO, CA 93721

---

(Street Address, city, state, Zip)

This notice has been served because the Rental Agreement/lease condition(s) and/or covenant(s) set forth below been breached as follows:

**1. Condition(s) and/or covenant(s) breached:**

House Rules Regarding Cleanliness

**2. The Specific facts of the breach(s) and/or violations(s):**

It was reported by pest service that your room was very filthy. You must have your room clean maintenance will be inspecting your room on Friday May the 1<sup>st</sup> 2015 at 10:00 am.

**WHITH IN THREE DAYS** after the service on your of this Notice, you are hereby required to perform or otherwise comply with the above-mentioned condition(s) and/or covenant(s) or **QUIT AND DELIVER THE POSSESSION OF THE PREMISES.**

**YOU ARE FURTHER NOTIFIED** that the owner herby elects to declare the forfeiture of your Rental Agreement/Lease under which you hold possession of the above-described premises if you fail to perform or otherwise comply and the Owner will institute legal proceedings to recover rent and possession of the premises which could result in a judgment against you including attorneys' fees and court cost as allowed by law, plus the owner may recover an additional punitive award of six hundred (\$600) in accordance with California law for such unlawful detention.

As required by law, you are hereby notified that a negative credit report reflecting on your credit history may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

Please note that your lease may provide that you have (10) days within which to discuss the proposed termination of tenancy with the landlord. If so the (10) day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date the notice is mailed and if you request a meeting the landlord agrees to discuss the proposed termination with you. You have the fight to defend the action in court.

If the tenancy will terminate you have the option to request an initial inspection of your unit before you move and be present at this inspection. Please contact the Owner/Agent as set forth above to request an initial inspection

Dated April 27, 2015

---

Owner/Agent: The Californian  
(559)485-8190

**EXHIBIT 2**

**Proof of Service**

To be filled out by Server AFTER service on Resident is complete

I, the undersigned, being at least 18 years of age, declare that I served this notice, of which this is a true copy, on the 27 day of April (month), 2015 (year), on the above-mentioned resident(s) in possession, in the manner indicated below.

- BY DELIVERING a copy of the Notice to the following resident(s) PERSONALLY: \_\_\_\_\_
- BY LEAVING a copy for each of the above-named resident(s) with a person of suitable age and discretion at the residence or usual place of business of the resident(s), said resident(s) being absent thereof;  
AND MAILING by first class mail on said date a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the above-named resident(s) at their place of residence.
- BY POSTING a copy for each of the above-named resident(s) in a conspicuous place on the property therein described, there being no person of suitable age or discretion to be found at any known place of residence or business of said resident(s);  
AND MAILING by first class mail on the same day as posted, a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope with postage fully prepaid, addressed to the resident(s) at the place where the property is situated.

declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct and if called as a witness to testify thereto, I could do so competently.

Executed this 27 day of April (month), 2015 (year), in Fresno (City), CA (State).

Joseph Bocanegra  
Name of Declarant (Print)

J. Bocanegra  
(Signature of Declarant)

J. Bocanegra



California Apartment Association Approved Form  
www.caanet.org  
Form 4.0-SV - Revised 1/07 - ©2007 - All Rights Reserved  
Page 2 of 2

Unauthorized Reproduction  
of Blank Forms is Illegal.



EXHIBIT 3