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Counsel for Appellant Shiu Narain

SAN MATEO COUNTY  
CODE ENFORCEMENT DEPARTMENT

DIRECTOR, DEPARTMENT OF  
COMMUNITY DEVELOPMENT, CODE  
ENFORCEMENT UNIT, CITY OF SAN  
MATEO, 330 WEST 20<sup>TH</sup> AVENUE, SAN  
MATEO, CALIFORNIA 94403-1388

CASE NO. CE-2020-000232

APPEAL OF ORDER FOR PAYMENT OF  
RELOCATION ALLOWANCES TO  
UNAUTHORIED OCCUPANTS OF SINGLE-  
FAMILY RESIDENCE LOCATED AT 718  
TILTON AVENUE, SAN MATEO,  
CALIFORNIA, PURSUANT TO SAN MATEO  
MUNICIPAL CODE §7.50.100

APN 033146240

REFERENCE: 718 TILTON AVENUE  
SAN MATEO, CA, 94401

SHIU NARAIN,

APPELLANT

I. The Disputed Order For Relocation Payments Is Not Applicable To Occupants Who Never Paid Rent To, Nor Obtained Consent From, The Record Owner.

a. Section 7.50.020 of the San Mateo Municipal Code defines "tenant household" to mean "one or more individuals who rent or lease a dwelling or room as their primary residence, and who share living expenses."

b. Attached hereto as Exhibit "A" is a true and correct copy of appellant Shiu Narain's written lease of 718 Tilton Avenue, to named tenants, Nidia Lantan Montufar and Jose Lantan Montufar, most recently dated 12/1/12.

1 c. As shown in the attached Declaration of Shiu Narain, owner, he was never told of any guests  
2 exceeding the above occupancy limit of eight, nor did he receive any additional rents from ay "extra  
3 guests." In the last several months before the disputed order, the owner requested inspections of the  
4 premises, but had the door blocked by occupants, refusing him entrance to the house or its rear yard, or  
5 its basement.

6 Black's Law Dictionary (Rev. 4<sup>th</sup> Edition) defines tenant: "In the broadest sense, one who holds  
7 or possesses lands or tenements by any kind of right or title, whether in fee for life, for years, at will, or  
8 otherwise"; In a more restricted sense, "one who holds the lands of another; one who has temporary use  
9 and occupation of real property owned by another person (called the "Landlord"), the duration and terms  
10 of his tenancy being usually fixed by an instrument called a 'lease'; and "one who occupies another's  
11 land or premises in subordination to such other's title and with his consent, express or implied." At the  
12 lowest level of defined permissive use, is the tenant at sufferance, "one that comes into possession of  
13 land by lawful title, but holds over by wrong, after the determination of his interest, he has no estate nor  
14 title but only naked possession, without right and wrongfully, and stands in no privity to the landlord and  
15 is not entitled to notice to quit, and is a bare licensee to whom the landlord owes merely a duty not to  
16 wantonly nor willfully injure him."

17 California Penal Code § 602 (Trespassing), recognizes and respects the sanctity of a person's  
18 private property. As a result, it is a crime to enter or remain on another person's property without  
19 permission.

20 The California Judicial Council's form, Jury Instruction No. 3475 (2017 Edition), confers on the  
21 owner an unqualified Right to Eject trespassers from real property. "The owner/lawful occupant of a  
22 home ... may request that a trespasser leave the home. If the trespasser does not leave within a  
23 reasonable time, and it would appear to a reasonable person that the trespasser poses a threat to the  
24 home/property, the owner/occupant may use reasonable force to make the trespasser leave...."

25 II. The Unauthorized Occupants Were Trespassers And Had No Privity Or Consent From The  
26 Owner.

27 In the present case, it is undisputed that the occupants in question were greater in number than  
28 permitted under the lease, and had so altered and over-burdened the electrical service panels as to "cause  
arching and smoke inside the dwelling," thereby creating life threatening conditions on the premises.

In the clearest, best assessment of the rampant electrical risks created by the unauthorized sub-  
tenants, their occupancy was not only unconsented, but actually posed serious risks of harm to their own


1 lives, and to the premises. They had entered and remained on someone else's property "without consent  
2 of the owners, the owner's agent, or the persons in lawful possession." Calif. Penal Code §602, (M).

3 When the named lease tenants (Montufars) decided to grossly exceed the eight-person occupancy  
4 limits, they breached their lease, making their subsequent use and occupancy UNLAWFUL. Their  
5 "overload" guests were therefore trespassers, in violation of Calif. Penal Code § 602(M). As such, these  
6 unauthorized occupants were not members of a defined "tenant household" who lawfully leased or rented  
7 a dwelling or room from the owner. They never obtained the owner's consent to move in and overload  
the electrical service, and CERTAINLY NEVER PAID ANY RENT TO THE OWNER.

8 For all of the above reasons, the trespassing unauthorized occupants violated the California Penal  
9 Code, and real property tenant laws, and are not entitled to Relocation Payments or Allowances under the  
10 San Mateo Municipal Code.

11 Respectfully submitted.

12  
13 Dated: June 18, 2020

  
CHRISTOPHER A. BROSE  
Attorney for SHIU NARAIN, Appellant

Copy 2:  
Christine  
Cavalletti

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Counsel for Appellant Shiu Narain

SAN MATEO COUNTY  
CODE ENFORCEMENT DEPARTMENT

DIRECTOR, DEPARTMENT OF  
COMMUNITY DEVELOPMENT, CODE  
ENFORCEMENT UNIT, CITY OF SAN  
MATEO, 330 WEST 20<sup>TH</sup> AVENUE, SAN  
MATEO, CALIFORNIA 94403-1388

CASE NO. CE-2020-000232  
  
DECLARATION OF SHIU NARAIN IN  
SUPPORT OF APPEAL OF RELOCATION  
ALLOWANCE ORDER 6/9/20  
  
APN 033146240  
REFERENCE: 718 TILTON AVENUE  
SAN MATEO, CA, 94401

SHIU NARAIN,  
  
APPELLANT

COMES NOW APPELLANT SHIU NARAIN, AND DECLARES AS FOLLOWS UNDER  
PENALTY OF PERJURY:

- Attached as Exhibit "A" to the Appeal is a true and complete copy of a written lease to my residence at 718 TILTON AVENUE, San Mateo;
- For at least the last three months, declarant has requested inspections of the premises, yard, garage, and basement. On presenting these verbal requests, the occupants advised me that neither of the Lessors (Nidia Montufar and Jose Montufar) were in, and refused me access, closing the door in my face. Because of high fencing around the sides, front, and back, I was not able to observe the true

1 numbers of occupants at the residence;

2 3. I have owned and managed the property for over 40 years, and have not had problems  
3 with the electrical service, panels, or outlets until the present incident reported in this case. I had no  
4 knowledge the Montufars had divided the first-floor bedrooms, or created sleeping areas in the basement,  
5 or in any out-buildings;

6 4. Upon inspecting the property between 6/9/20 and 6/15/20, I discovered extension cords  
7 and miscellaneous furnishings which indicated as many as 16 persons had been residing in the basement,  
8 two side sheds, and the three-bedroom original rental house;

9 5. I never consented to more than eight occupants on the premises, not did I receive any  
10 rental income from them, except as paid by Montufars under the lease, per lease terms;

11 6. On June 14 and 15, my son, Praveen Narain attempted to discover the names and current  
12 addresses of several unauthorized occupants temporarily residing at the Best Western Motel, 480 N.  
13 Bayshore Blvd., San Mateo, California; he found the names of Alfredo Ramos, Manual Tema, Sarai  
14 Ramos, and Mateo Ramos, but by then all had left the motel without forwarding addresses.

15 7. The above matters are within my personal knowledge and are true and correct.

16 Executed under penalty of perjury under the laws of the State of California this 14 day of June, 2020,  
17 in Burlingame, California.

18   
19 Shiu Narain, Owner/Appellant

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**PROOF OF SERVICE**

I certify and declare as follows:

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years and not a party to the within above entitled action; my business address is 840 Hinckley Rd., #220, Burlingame, CA 94010-1509, which is located in the county where the service described below took place.

I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence so collected and processed is deposited with the United States Postal Service that same day in the ordinary course of business.

On June 14, 2020, at my place of business in Burlingame, California, I served the within:

**DECLARATION OF SHIU NARAIN IN SUPPORT OF APPEAL OF RELOCATION  
ALLOWANCE ORDER 6/9/20**

APN 033146240

**REFERENCE:** 718 TILTON AVENUE  
SAN MATEO, CA, 94401

As follows:

Department of Community Development Code Enforcement Unit 330 West 20 <sup>th</sup> Avenue San Mateo, CA 94403 – 1388	Christine Civiletti Code Enforcement Manager 330 West 20 <sup>th</sup> Avenue San Mateo, CA 94403 – 1388
BY PERSONAL DELIVERY/HELD FOR 6/19/20	BY MAIL

☐ BY EMAIL: I electronically transmitted a true and correct copy thereof to the interested parties' electronic notification address(es) of record before close of business for the purpose of effecting service and the transmission was reported as complete and without error.

☒ BY U.S. MAIL: I placed a true and correct copy thereof enclosed in a sealed envelope with postage thereon fully prepaid in the United States at Burlingame, California.

☐ BY OVERNIGHT MAIL: I caused each envelope with postage thereon fully prepaid, to be sent by overnight express delivery carrier.

PAGE 1

**PROOF OF SERVICE**



757.5250

87 1007

Rent for the period from 12/1/89 to 12/30/89

Tenant hereby offers to rent from the Owner the premises situated in the City of SAN MATEO, County of SANTA CLARA

and consisting of 3 BR 1 BATH SPACE IN RESIDENT STOV REPRESENTED upon the following TERMS and CONDITIONS

1. **TERM:** The term hereof shall commence on 12/01/97 and continue (check one of the two following alternatives) ☐ until 12/01/98 or a total rent of \$ 71,250.00 ☒ thirty-one thousand seven hundred dollars

2 **PENALTY:** Rent shall be \$ 370.00 per month, payable in advance, upon the 1 day of each calendar month to Owner or his authorized agent.

or at such other places as may be designated by Owner from time to time. In the event rent is not paid within 3 days after due date, Tenant agrees to pay a

dishonored bank check. The late charge period is not a grace period, and Owner is entitled to make written demand for any rent unpaid on the second day of the rental period.

**3. MULTIPLE OCCUPANCY:** It is expressly understood that this agreement is between the Owner and each signatory jointly and severally. In the event of default

944 A.C. n. UTILITIES: Tenant shall be responsible for the payment of all utilities and services, except: \_\_\_\_\_, which shall be paid by Owner.

5. **USA:** The premises shall be used exclusively as a residence for no more than 8 persons. Guests staying more than a total of 3 days in

6. ANIMALS: No animals shall be brought on the premises without the prior consent of the Owner. *NONE*

promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of refuse, animals, parking, and use of common areas.

8. **ORDINANCES AND STATUTES:** Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal

Board for your legal rights.

10. **MAINTENANCE, REPAIRS, OR ALTERATIONS:** Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated.

furniture and furnishings in good condition and repair, unless he objects thereto in writing within five (5) days after receipt of such inventory. Tenant shall, at his own expense, remove and deliver to the Landlord, in good condition and repair, all such furniture and furnishings within the time specified in the notice of removal.

the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for damages caused by his negligence and that of his family or invitees and guests. Tenant shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of the Landlord.

are a part of the premises and are exclusively for the use of the Tenant. Tenant shall not commit any waste upon said premises, or any nuisance or act which may disturb

11. **INVENTORY:** Any furnishings and equipment to be furnished by Owner shall be set out in a special inventory. The inventory shall be signed by both Tenant and

12. **DAMAGES TO PREMISES:** If the premises are so damaged by fire or from any other cause as to render them untenantable, then either party shall have the right to terminate this lease.

such damage; except that should such damage or destruction occur as the result of the abuse or negligence of Tenant, or its invitees, then Owner only shall have

damage occurred and any prepaid rent and unused security deposit shall be refunded to Tenant. If this Lease is not terminated, then Owner shall promptly repair the property to the condition it was in at the time of the damage.

on the extent to which the making of repairs interferes with Tenant's reasonable use of the premises.

alterations, improvements, supply necessary or agreed services, exhibit the premises to prospective or actual purchasers, mortgagees, tenants, workmen, contractors; (c) when tenant has abandoned or surrendered the premises. Except under (a) and (c), entry may not be made other than during normal business hours.

**10. INDEMNIFICATION:** Owner shall not be liable for any damages, injuries to Tenant, or any other person, or to any property, occurring on the premises or any

thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Owner, his agents, or his employees. Tenant agrees to hold Owner harmless from any claims for damages, no matter how caused, except for injury or damages for which Owner is legally responsible.

15. **PHYSICAL POSSESSION:** If Owner is unable to deliver possession of the premises at the commencement hereof, Owner shall not be liable for any damages caused thereby, nor shall this agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate

10. **DEFAULT:** If Tenant shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner

vacates the property, while in default of the payment of rent, Owner may consider any property left on the premises to be abandoned and may dispose of the same in

hereby subject to a lien in favor of Owner for the payment of all sums due hereunder, to the maximum extent allowed by law.

the lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce the lease.

17. **SECURITY:** The security deposit set forth, if any, shall secure the performance of Tenant's obligations hereunder. Owner may, but shall not be obligated to, a

right to apply the security deposit in payment of the last month's rent. Funds held at SHIU NARAIN

together with a statement showing any charges made against such deposits by Owner.

of the premises from Tenant, Tenant shall pay to Owner a reasonable attorney's fee whether or not a legal action is filed or a judgement is obtained.

**21. NOTICES:** Any notice which either party may give or is required to give, may be given by mailing the same, certified mail, to Tenant at the premises or to Owner at the address set forth in the last paragraph of this lease.

**22. HOLDING OVER:** Any holding over after expiration hereof, with the consent of Owner, shall be construed as a month-to-month tenancy in accordance with the provisions of the Rent Control Act of 1946, as amended.

23. **TIME:** Time is of the essence of this agreement.

Exhibits, if any, have been made a part of this agreement before the parties' execution hereof: none

By \_\_\_\_\_ Real Estate Company Nidia Lantieri

ACCEPTANCE: [Signature] Owner [Signature] Owner DATED: 12/1/12

Ex. A.

## RESIDENTIAL LEASE-RENTAL AGREEMENT AND DEPOSIT RECEIPT

RECEIVED FROM NIDIA KIZETH LANTAN MONTUFAR, JOSE LANTAN MONTUFAR hereinafter referred to as Tenant,  
 the sum of \$ \_\_\_\_\_ ( \_\_\_\_\_ ) DOLLARS),  
 evidenced by \_\_\_\_\_, as a deposit which, upon acceptance of this rental agreement, the Owner  
 of the premises, hereinafter referred to as Owner, shall apply said deposit as follows:

	TOTAL	RECEIVED	BALANCE DUE PRIOR TO OCCUPANCY
Rent for the period from <u>12/1/09</u> to <u>12/31/09</u>	\$ <u>2600.00</u>	\$ <u>2600</u>	\$ <u>0</u>
Security deposit (not applicable toward last month's rent)	\$ <u>2600.00</u>	\$ <u>2600</u>	\$ <u>0</u>
Other <u>CREDITED \$50.00 No RPPing</u>	\$ <u>50.00</u>	\$ <u>50</u>	\$ <u>0</u>
TOTAL	\$ <u>2650.00</u>	\$ <u>2650.00</u>	\$ <u>0</u>

In the event that this agreement is not accepted by the Owner or his authorized agent, within 3 days, the total deposit received shall be refunded.

Tenant hereby offers to rent from the Owner the premises situated in the City of SAN MATEO, County of SANTA CLARA,  
 State of CA, described as 718 TILTON AV,  
 and consisting of 3 BR 1 Bath SPAC IN BASMENT, STOV REFRIGERATOR upon the following TERMS and CONDITIONS:

- TERM:** The term hereof shall commence on 12/1/09, and continue (check one of the two following alternatives):  
☐ until 1/1/2010, for a total rent of \$ 31,250.00 (Thirty One Thousand Two Hundred dollars).  
☐ on a month-to-month basis thereafter, until either party shall terminate the same by giving the other party 30 days written notice delivered by certified mail.
- RENT:** Rent shall be \$ 2600.00 per month, payable in advance, upon the 1 day of each calendar month to Owner or his authorized agent, at the following address: \_\_\_\_\_  
 or at such other places as may be designated by Owner from time to time. In the event rent is not paid within 3 days after due date, Tenant agrees to pay a late charge of \$ 50 plus interest at 5 % per month on the delinquent amount. Tenant further agrees to pay \$ 60.00 for each dishonored bank check. The late charge period is not a grace period, and Owner is entitled to make written demand for any rent unpaid on the second day of the rental period. Any unpaid balances remaining after termination of occupancy are subject to 6 % interest per month or the maximum rate allowed by law.
- MULTIPLE OCCUPANCY:** It is expressly understood that this agreement is between the Owner and each signatory jointly and severally. In the event of default by any one signatory each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement.
- UTILITIES:** Tenant shall be responsible for the payment of all utilities and services, except: \_\_\_\_\_, which shall be paid by Owner.
- USE:** The premises shall be used exclusively as a residence for no more than 8 persons. Guests staying more than a total of 3 days in a calendar year without written consent of Owner shall constitute a violation of this agreement.
- ANIMALS:** No animals shall be brought on the premises without the prior consent of the Owner. NONE
- HOUSE RULES:** In the event that the premises are a portion of a building containing more than one unit, Tenant agrees to abide by any and all house rules, whether promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of refuse, animals, parking, and use of common areas. Tenant shall not have a waterbed on the premises without prior written consent of the Owner.
- ORDINANCES AND STATUTES:** Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises. If you are located in a rent control area, contact Rent and Arbitration Board for your legal rights.
- ASSIGNMENT AND SUBLETTING:** Tenant shall not assign this agreement or sublet any portion of the premises without prior written consent of the Owner.
- MAINTENANCE, REPAIRS, OR ALTERATIONS:** Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Owner may at any time give Tenant a written inventory of furniture and furnishings on the premises and Tenant shall be deemed to have possession of all said furniture and furnishings in good condition and repair, unless he objects thereto in writing within five (5) days after receipt of such inventory. Tenant shall, at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for damages caused by his negligence and that of his family or invitees and guests. Tenant shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of the Owner. Tenant shall irrigate and maintain any surrounding grounds, including lawns and shrubbery, and keep the same clear of rubbish or weeds, if such grounds are a part of the premises and are exclusively for the use of the Tenant. Tenant shall not commit any waste upon said premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building.
- INVENTORY:** Any furnishings and equipment to be furnished by Owner shall be set out in a special inventory. The inventory shall be signed by both Tenant and Owner concurrently with this Lease and shall be a part of this Lease.
- DAMAGES TO PREMISES:** If the premises are so damaged by fire or from any other cause as to render them untenable, then either party shall have the right to terminate this Lease as of the date on which such damage occurs, through written notice to the other party, to be given within fifteen (15) days after occurrence of such damage; except that should such damage or destruction occur as the result of the abuse or negligence of Tenant, or its invitees, then Owner only shall have the right to termination. Should this right be exercised by either Owner or Tenant, then rent for the current month shall be prorated between the parties as of the date the damage occurred and any prepaid rent and unused security deposit shall be refunded to Tenant. If this Lease is not terminated, then Owner shall promptly repair the premises and there shall be a proportionate deduction of rent until the premises are repaired and ready for Tenant's occupancy. The proportionate reduction shall be based on the extent to which the making of repairs interferes with Tenant's reasonable use of the premises.
- ENTRY AND INSPECTION:** Owner shall have the right to enter the premises: (a) in case of emergency; (b) to make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, exhibit the premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors; (c) when tenant has abandoned or surrendered the premises. Except under (a) and (c), entry may not be made other than during normal business hours, and without not less than 24 hours prior notice to Tenant.
- INDEMNIFICATION:** Owner shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Owner, his agents, or his employees. Tenant agrees to hold Owner harmless from any claims for damages, no matter how caused, except for injury or damages for which Owner is legally responsible.
- PHYSICAL POSSESSION:** If Owner is unable to deliver possession of the premises at the commencement hereof, Owner shall not be liable for any damage caused thereby, nor shall this agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this agreement if possession is not delivered within 30 days of the commencement of the term hereof.
- DEFAULT:** If Tenant shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, the Owner, at his option, may terminate all rights of Tenant hereunder, unless Tenant, within said time, shall cure such default. If Tenant abandons or vacates the property, while in default of the payment of rent, Owner may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Owner reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises is hereby subject to a lien in favor of Owner for the payment of all sums due hereunder, to the maximum extent allowed by law.  
 In the event of a default by Tenant, Owner may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Tenant's rights hereunder and recover from Tenant all damages he may incur by reason of the breach of the lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Tenant proves could be reasonably avoided.
- SECURITY:** The security deposit set forth, if any, shall secure the performance of Tenant's obligations hereunder. Owner may, but shall not be obligated to, apply all portions of said deposit on account of Tenant's obligations hereunder. Any balance remaining upon termination shall be returned to Tenant. Tenant shall not have the right to apply the security deposit in payment of the last month's rent. Funds held at SHIH NARAIN
- DEPOSIT REFUNDS:** The balance of all deposits shall be refunded within two weeks from date possession is delivered to Owner or his Authorized Agent, together with a statement showing any charges made against such deposits by Owner.
- ATTORNEY'S FEES:** In the event that Owner is required to employ an attorney to enforce the terms and conditions of this agreement, or to recover possession of the premises from Tenant, Tenant shall pay to Owner a reasonable attorney's fee whether or not a legal action is filed or a judgement is obtained.
- WAIVER:** No failure of Owner to enforce any term hereof shall be deemed a waiver. The acceptance of rent by Owner shall not waive his right to enforce any term hereof.
- NOTICES:** Any notice which either party may give or is required to give, may be given by mailing the same, certified mail, to Tenant at the premises or to Owner at the address shown herein or at such other places as may be designated by the parties from time to time.
- HOLDING OVER:** Any holding over after expiration hereof, with the consent of Owner, shall be construed as a month-to-month tenancy in accordance with the terms hereof, as applicable, until either party shall terminate the same by giving the other party thirty (30) days written notice delivered by certified mail.
- TIME:** Time is of the essence of this agreement.

☐ **ADDITIONAL TERMS AND CONDITIONS** are set forth on page two

**ENTIRE AGREEMENT:** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this agreement before the parties' execution hereof:

The undersigned Tenant hereby acknowledges receipt of a copy hereof.

By Nidia Lantan Real Estate Company  
12/1/09  
 ACCEPTANCE: \_\_\_\_\_ Owner

DATED: 12/1/09  
Nidia Lantan Tenant  
Jose Lantan Owner  
 DATED: \_\_\_\_\_



# RESIDENTIAL LEASE-RENTAL AGREEMENT AND DEPOSIT RECEIPT

RECEIVED FROM NIDIA RIZETH LANTAN MONTUFAR, JOSE LANTAN MONTUFAR, hereinafter referred to as Tenant, the sum of \$                      (                      DOLLARS), evidenced by                     , as a deposit which, upon acceptance of this rental agreement, the Owner of the premises, hereinafter referred to as Owner, shall apply said deposit as follows:

	TOTAL	RECEIVED	BALANCE DUE PRIOR TO OCCUPANCY
Rent for the period from <u>12/1/12</u> to <u>12/31/12</u>	\$ <u>2700.00</u>	\$ <u>2700.00</u>	\$ <u>0.00</u>
Security deposit (not applicable toward last month's rent)	\$ <u>2700.00</u>	\$ <u>2700.00</u>	\$ <u>0.00</u>
Other <u>CREDIT CARD \$50.00 No Refund</u>	\$ <u>50.00</u>	\$ <u>50.00</u>	\$ <u>0.00</u>
TOTAL	\$ <u>5450.00</u>	\$ <u>5450.00</u>	\$ <u>0.00</u>

In the event that this agreement is not accepted by the Owner or his authorized agent, within 3 days, the total deposit received shall be refunded. Tenant hereby offers to rent from the Owner the premises situated in the City of SAN MATEO, County of SANTA CLARA, State of CA, described as 718 TILTON AV, and consisting of 3 BR 1 Bath SPACE IN BASEMENT, STOV REFRIG upon the following TERMS and CONDITIONS:

- TERM:** The term hereof shall commence on 12/1/12 and continue (check one of the two following alternatives): ☐ until 11/30/13 for a total rent of \$ 31200.00 (Thirty One Thousand Two Hundred dollars), on a month-to-month basis thereafter, until either party shall terminate the same by giving the other party 30 days written notice delivered by certified mail.
- RENT:** Rent shall be \$ 2700.00 per month, payable in advance, upon the 1 day of each calendar month to Owner or his authorized agent, at the following address:                      or at such other places as may be designated by Owner from time to time. In the event rent is not paid within 3 days after due date, Tenant agrees to pay a late charge of \$ 50 plus interest at 5 % per month on the delinquent amount. Tenant further agrees to pay \$ 60.00 for each dishonored bank check. The late charge period is not a grace period, and Owner is entitled to make written demand for any rent unpaid on the second day of the rental period. Any unpaid balances remaining after termination of occupancy are subject to 5 % interest per month or the maximum rate allowed by law.
- MULTIPLE OCCUPANCY:** It is expressly understood that this agreement is between the Owner and each signatory jointly and severally. In the event of default by any one signatory each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement.
- UTILITIES:** Tenant shall be responsible for the payment of all utilities and services, except:                     , which shall be paid by Owner.
- USE:** The premises shall be used exclusively as a residence for no more than 8 persons. Guests staying more than a total of 3 days in a calendar year without written consent of Owner shall constitute a violation of this agreement.
- ANIMALS:** No animals shall be brought on the premises without the prior consent of the Owner. NONE
- HOUSE RULES:** In the event that the premises are a portion of a building containing more than one unit, Tenant agrees to abide by any and all house rules, whether promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of refuse, animals, parking, and use of common areas. Tenant shall not have a waterbed on the premises without prior written consent of the Owner.
- ORDINANCES AND STATUTES:** Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises. If you are located in a rent control area, contact Rent and Arbitration Board for your legal rights.
- ASSIGNMENT AND SUBLETTING:** Tenant shall not assign this agreement or sublet any portion of the premises without prior written consent of the Owner.
- MAINTENANCE, REPAIRS, OR ALTERATIONS:** Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Owner may at any time give Tenant a written inventory of furniture and furnishings on the premises and Tenant shall be deemed to have possession of all said furniture and furnishings in good condition and repair, unless he objects thereto in writing within five (5) days after receipt of such inventory. Tenant shall, at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for damages caused by his negligence and that of his family or invitees and guests. Tenant shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of the Owner. Tenant shall irrigate and maintain any surrounding grounds, including lawns and shrubbery, and keep the same clear of rubbish or weeds, if such grounds are a part of the premises and are exclusively for the use of the Tenant. Tenant shall not commit any waste upon said premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building.
- INVENTORY:** Any furnishings and equipment to be furnished by Owner shall be set out in a special inventory. The inventory shall be signed by both Tenant and Owner concurrently with this Lease and shall be a part of this Lease.
- DAMAGES TO PREMISES:** If the premises are so damaged by fire or from any other cause as to render them untenantable, then either party shall have the right to terminate this Lease as of the date on which such damage occurs, through written notice to the other party, to be given within fifteen (15) days after occurrence of such damage; except that should such damage or destruction occur as the result of the abuse or negligence of Tenant, or its invitees, then Owner only shall have the right to termination. Should this right be exercised by either Owner or Tenant, then rent for the current month shall be prorated between the parties as of the date the damage occurred and any prepaid rent and unused security deposit shall be refunded to Tenant. If this Lease is not terminated, then Owner shall promptly repair the premises and there shall be a proportionate deduction of rent until the premises are repaired and ready for Tenant's occupancy. The proportionate deduction shall be based on the extent to which the making of repairs interferes with Tenant's reasonable use of the premises.
- ENTRY AND INSPECTION:** Owner shall have the right to enter the premises: (a) in case of emergency; (b) to make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, exhibit the premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors; (c) when tenant has abandoned or surrendered the premises. Except under (a) and (c), entry may not be made other than during normal business hours, and without not less than 24 hours prior notice to Tenant.
- INDEMNIFICATION:** Owner shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Owner, his agents, or his employees. Tenant agrees to hold Owner harmless from any claims for damages, no matter how caused, except for injury or damages for which Owner is legally responsible.
- PHYSICAL POSSESSION:** If Owner is unable to deliver possession of the premises at the commencement hereof, Owner shall not be liable for any damage caused thereby, nor shall this agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this agreement if possession is not delivered within 30 days of the commencement of the term hereof.
- DEFAULT:** If Tenant shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, the Owner, at his option, may terminate all rights of Tenant hereunder, unless Tenant, within said time, shall cure such default. If Tenant abandons or vacates the property, while in default of the payment of rent, Owner may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Owner reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises is hereby subject to a lien in favor of Owner for the payment of all sums due hereunder, to the maximum extent allowed by law. In the event of a default by Tenant, Owner may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Tenant's rights hereunder and recover from Tenant all damages he may incur by reason of the breach of the lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Tenant proves could be reasonably avoided.
- SECURITY:** The security deposit set forth, if any, shall secure the performance of Tenant's obligations hereunder. Owner may, but shall not be obligated to, apply all portions of said deposit on account of Tenant's obligations hereunder. Any balance remaining upon termination shall be returned to Tenant. Tenant shall not have the right to apply the security deposit in payment of the last month's rent. Funds held at SHIA NARAIN
- DEPOSIT REFUNDS:** The balance of all deposits shall be refunded within two weeks from date possession is delivered to Owner or his Authorized Agent, together with a statement showing any charges made against such deposits by Owner.
- ATTORNEY'S FEES:** In the event that Owner is required to employ an attorney to enforce the terms and conditions of this agreement, or to recover possession of the premises from Tenant, Tenant shall pay to Owner a reasonable attorney's fee whether or not a legal action is filed or a judgement is obtained.
- WAIVER:** No failure of Owner to enforce any term hereof shall be deemed a waiver. The acceptance of rent by Owner shall not waive his right to enforce any term hereof.
- NOTICES:** Any notice which either party may give or is required to give, may be given by mailing the same, certified mail, to Tenant at the premises or to Owner at the address shown herein or at such other places as may be designated by the parties from time to time.
- HOLDING OVER:** Any holding over after expiration hereof, with the consent of Owner, shall be construed as a month-to-month tenancy in accordance with the terms hereof, as applicable, until either party shall terminate the same by giving the other party thirty (30) days written notice delivered by certified mail.
- TIME:** Time is of the essence of this agreement.

☐ **ADDITIONAL TERMS AND CONDITIONS** are set forth on page two

**ENTIRE AGREEMENT:** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this agreement before the parties' execution hereof:                     

The undersigned Tenant hereby acknowledges receipt of a copy hereof.

By Shia Narain Real Estate Company

DATED: 12/1/12  
Nidia Lantan Tenant

By Shia Narain Owner

DATED: 12/1/12  
Jose Lantan Owner

Ex. A.

# RESIDENTIAL LEASE-RENTAL AGREEMENT AND DEPOSIT RECEIPT

RECEIVED FROM NIDIA KIZETH LANTAN MONTUFAR, JOSE LANTAN MONTUFAR hereinafter referred to as Tenant,  
the sum of \$ \_\_\_\_\_ ( \_\_\_\_\_ ) DOLLARS),  
evidenced by \_\_\_\_\_, as a deposit which, upon acceptance of this rental agreement, the Owner  
of the premises, hereinafter referred to as Owner, shall apply said deposit as follows:

	TOTAL	RECEIVED	BALANCE DUE PRIOR TO OCCUPANCY
Rent for the period from <u>12/1/09</u> to <u>12/30/09</u>	\$ <u>2600.00</u>	\$ <u>2600</u>	\$ <u>0</u>
Security deposit (not applicable toward last month's rent)	\$ <u>2600.00</u>	\$ <u>2600</u>	\$ <u>0</u>
Other <u>CREDIT CARD \$50.00 No RBA</u>	\$ <u>50.00</u>	\$ <u>50</u>	\$ <u>0</u>
TOTAL	\$ <u>2650.00</u>	\$ <u>2650.00</u>	\$ <u>0</u>

In the event that this agreement is not accepted by the Owner or his authorized agent, within 3 days, the total deposit received shall be refunded.  
Tenant hereby offers to rent from the Owner the premises situated in the City of SAN ALATEO, County of SANTA CLARA,  
State of CA, described as 718 TILDA AV,  
and consisting of 3 BR 1 BATH SPACE IN BASEMENT, FOR RENT GARAGE

1. **TERM:** The term hereof shall commence on 12/1/09 and continue (check one of the two following alternatives):  
☐ until 1/1/2010 for a total rent of \$ 31250.00 (Thirty One Thousand Two Hundred dollars).  
☐ on a month-to-month basis thereafter, until either party shall terminate the same by giving the other party 30 days written notice delivered by certified mail.

2. **RENT:** Rent shall be \$ 2600.00 per month, payable in advance, upon the 1 day of each calendar month to Owner or his authorized agent,  
at the following address:

or at such other places as may be designated by Owner from time to time. In the event rent is not paid within 3 days after due date, Tenant agrees to pay a  
late charge of \$ 50 plus interest at 5 % per month on the delinquent amount. Tenant further agrees to pay \$ 60.00 for each  
dishonored bank check. The late charge period is not a grace period, and Owner is entitled to make written demand for any rent unpaid on the second day of the rental  
period. Any unpaid balances remaining after termination of occupancy are subject to 8 % interest per month or the maximum rate allowed by law.

3. **MULTIPLE OCCUPANCY:** It is expressly understood that this agreement is between the Owner and each signatory jointly and severally. In the event of default  
by any one signatory each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement.

4. **UTILITIES:** Tenant shall be responsible for the payment of all utilities and services, except: \_\_\_\_\_, which shall be paid by Owner.

5. **USE:** The premises shall be used exclusively as a residence for no more than 8 persons. Guests staying more than a total of 3 days in a  
calendar year without written consent of Owner shall constitute a violation of this agreement.

6. **ANIMALS:** No animals shall be brought on the premises without the prior consent of the Owner. None

7. **HOUSE RULES:** In the event that the premises are a portion of a building containing more than one unit, Tenant agrees to abide by any and all house rules, whether  
promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of refuse, animals, parking, and use of common  
areas. Tenant shall not have a waterbed on the premises without prior written consent of the Owner.

8. **ORDINANCES AND STATUTES:** Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal  
authorities now in force, or which may hereafter be in force, pertaining to the use of the premises. If you are located in a rent control area, contact Rent and Arbitration  
Board for your legal rights.

9. **ASSIGNMENT AND SUBLETTING:** Tenant shall not assign this agreement or sublet any portion of the premises without prior written consent of the Owner.

10. **MAINTENANCE, REPAIRS, OR ALTERATIONS:** Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated  
herein. Owner may at any time give Tenant a written inventory of furniture and furnishings on the premises and Tenant shall be deemed to have possession of all said  
furniture and furnishings in good condition and repair, unless he objects thereto in writing within five (5) days after receipt of such inventory. Tenant shall, at his own  
expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender  
the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for damages caused by his negligence  
and that of his family or invitees and guests. Tenant shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent  
of the Owner. Tenant shall irrigate and maintain any surrounding grounds, including lawns and shrubbery, and keep the same clear of rubbish or weeds, if such grounds  
are a part of the premises and are exclusively for the use of the Tenant. Tenant shall not commit any waste upon said premises, or any nuisance or act which may disturb  
the quiet enjoyment of any tenant in the building.

11. **INVENTORY:** Any furnishings and equipment to be furnished by Owner shall be set out in a special inventory. The inventory shall be signed by both Tenant and  
Owner concurrently with this Lease and shall be a part of this Lease.

12. **DAMAGES TO PREMISES:** If the premises are so damaged by fire or from any other cause as to render them untenantable, then either party shall have the right  
to terminate this Lease as of the date on which such damage occurs, through written notice to the other party, to be given within fifteen (15) days after occurrence of  
such damage; except that should such damage or destruction occur as the result of the abuse or negligence of Tenant, or its invitees, then Owner only shall have the  
right to termination. Should this right be exercised by either Owner or Tenant, then rent for the current month shall be prorated between the parties as of the date the  
damage occurred and any prepaid rent and unused security deposit shall be refunded to Tenant. If this Lease is not terminated, then Owner shall promptly repair the pre-  
mises and there shall be a proportionate deduction of rent until the premises are repaired and ready for Tenant's occupancy. The proportionate reduction shall be based  
on the extent to which the making of repairs interferes with Tenant's reasonable use of the premises.

13. **ENTRY AND INSPECTION:** Owner shall have the right to enter the premises: (a) in case of emergency; (b) to make necessary or agreed repairs, decorations,  
alterations, improvements, supply necessary or agreed services, exhibit the premises to prospective or actual purchasers, mortgagees, tenants, workmen, or  
contractors; (c) when tenant has abandoned or surrendered the premises. Except under (a) and (c), entry may not be made other than during normal business hours,  
and without not less than 24 hours prior notice to Tenant.

14. **INDEMNIFICATION:** Owner shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises or any part  
thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Owner, his agents, or his employees. Tenant agrees  
to hold Owner harmless from any claims for damages, no matter how caused, except for injury or damages for which Owner is legally responsible.

15. **PHYSICAL POSSESSION:** If Owner is unable to deliver possession of the premises at the commencement hereof, Owner shall not be liable for any damage  
caused thereby, nor shall this agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this  
agreement if possession is not delivered within 30 days of the commencement of the term hereof.

16. **DEFAULT:** If Tenant shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner  
required by law, the Owner, at his option, may terminate all rights of Tenant hereunder, unless Tenant, within said time, shall cure such default. If Tenant abandons or  
vacates the property, while in default of the payment of rent, Owner may consider any property left on the premises to be abandoned and may dispose of the same in any  
manner allowed by law. In the event the Owner reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises is  
hereby subject to a lien in favor of Owner for the payment of all sums due hereunder, to the maximum extent allowed by law.

In the event of a default by Tenant, Owner may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover  
the rent as it becomes due, or (b) at any time, terminate all of Tenant's rights hereunder and recover from Tenant all damages he may incur by reason of the breach of  
the lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce  
this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Tenant proves could be reasonably avoided.

17. **SECURITY:** The security deposit set forth, if any, shall secure the performance of Tenant's obligations hereunder. Owner may, but shall not be obligated to, apply  
all portions of said deposit on account of Tenant's obligations hereunder. Any balance remaining upon termination shall be returned to Tenant. Tenant shall not have the  
right to apply the security deposit in payment of the last month's rent. Funds held at SHIH NARAIN

18. **DEPOSIT REFUNDS:** The balance of all deposits shall be refunded within two weeks from date possession is delivered to Owner or his Authorized Agent,  
together with a statement showing any charges made against such deposits by Owner.

19. **ATTORNEY'S FEES:** In the event that Owner is required to employ an attorney to enforce the terms and conditions of this agreement, or to recover possession  
of the premises from Tenant, Tenant shall pay to Owner a reasonable attorney's fee whether or not a legal action is filed or a judgement is obtained.

20. **WAIVER:** No failure of Owner to enforce any term hereof shall be deemed a waiver. The acceptance of rent by Owner shall not waive his right to enforce any term hereof.

21. **NOTICES:** Any notice which either party may give or is required to give, may be given by mailing the same, certified mail, to Tenant at the premises or to Owner at  
the address shown herein or at such other places as may be designated by the parties from time to time.

22. **HOLDING OVER:** Any holding over after expiration hereof, with the consent of Owner, shall be construed as a month-to-month tenancy in accordance with the  
terms hereof, as applicable, until either party shall terminate the same by giving the other party thirty (30) days written notice delivered by certified mail.

23. **TIME:** Time is of the essence of this agreement.

**ENTIRE AGREEMENT:** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following  
Exhibits, if any, have been made a part of this agreement before the parties' execution hereof:

The undersigned Tenant hereby acknowledges receipt of a copy hereof.

By Nidia Lantan Real Estate Company DATED: 12/1/09  
By Jose Lantan Owner DATED: \_\_\_\_\_