

A blank page (page 1) was added to divide the attached exhibits from text searchable answer. NAME: Jeffery Jones, Elsie Ann Jones FIRM NAME: Defendants in pro per STREET ADDRESS: 420 N. Pico Ave. CITY: Fallbrook, CA. 92028 STATE: ZIP CODE: TELEPHONE NO.: (442) 244-1089 FAX NO.: EMAIL ADDRESS: jefojones@yahoo.com ATTORNEY FOR (name): Self represented	<b>FOR COURT USE ONLY</b>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b> STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY AND ZIP CODE: San Diego CA 92101 BRANCH NAME: CENTRAL DIVISION	
PLAINTIFF: ABN Property Holding, LP DEFENDANT: Jeffery Jones, Elsie Ann Jones	
<b>ANSWER—UNLAWFUL DETAINER</b>	CASE NUMBER: <b>37-2023-00008753-CL-UD-CTL</b>

1. Defendant (all defendants for whom this answer is filed must be named and must sign this answer unless their attorney signs):

Jeffery Jones,  
Elsie Ann Jones

answers the complaint as follows:

2. **DENIALS (Check ONLY ONE of the next two boxes.)**

a.  **General Denial** (Do not check this box if the complaint demands more than \$1,000.)  
Defendant generally denies each statement of the complaint and of the *Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101).

b.  **Specific Denials** (Check this box and complete (1) and (2) below if complaint demands more than \$1,000.)  
Defendant admits that all of the statements of the complaint and of the *Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101) are true EXCEPT:

(1) **Denial of Allegations in Complaint (Form UD-100 or Other Complaint for Unlawful Detainer)**

(a) Defendant claims the following statements of the complaint are false (state paragraph numbers from the complaint or explain below or, if more room needed, on form MC-025):

Explanation is on form MC-025, titled as Attachment 2b(1)(a).

Paragraph 11 of the complaint is false. These defendants have fully complied with the demands of the Three-Day Notice to Cure Breach or Quit.

These defendants remain in compliance with those requirements.

(b) Defendant has no information or belief that the following statements of the complaint are true, so defendant denies them (state paragraph numbers from the complaint or explain below or, if more room needed, on form MC-025):

Explanation is on form MC-025, titled as Attachment 2b(1)(b).

These answering defendants deny that the following statement appearing on both Notice To Quits are true: "You continue to have unauthorized cats and kittens in your unit." Defendants paid a \$100.00 pet deposit fee as requested. The defendants also turned in an emotional support document, written and prescribed by Dr. David Wetzel, authorizing both of their two remaining cats

(2) **Denial of Allegations in Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer (form UD-101)**

(a)  Defendant did not receive plaintiff's *Mandatory Cover Sheet and Supplemental Allegations* (form UD-101). (If not checked, complete (b) and (c), as appropriate.)

(b)  Defendant claims the statements in the **Verification required for issuance of summons—residential**, item 3 of plaintiff's *Mandatory Cover Sheet and Supplemental Allegations* (form UD-101), are false.

(c) Defendant claims the following statements on the *Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101) are false (state paragraph numbers from form UD-101 or explain below or, if more room needed, on form MC-025):  Explanation is on form MC-025, titled as Attachment 2b(2)(c).

Paragraph 4b: Marked "YES" - That all defendants maintain occupancy as described in Civil Code section 1940(b) --- is false. Both defendants are tenants of the subject apartment.

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2. b. (2) (d) Defendant has no information or belief that the following statements on the *Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101) are true, so defendant denies them (state paragraph numbers from form UD-101 or explain below or, if more room needed, on form MC-025):
- Explanation is on form MC-025, titled as Attachment 2b(2)(d).
3. **DEFENSES AND OBJECTIONS** (NOTE: For each box checked, you must state brief facts to support it in item 3w (on page 4) or, if more room is needed, on form MC-025. You can learn more about defenses and objections at .)
- a.  (Nonpayment of rent only) Plaintiff has breached the warranty to provide habitable premises.
- b.  (Nonpayment of rent only) Defendant made needed repairs and properly deducted the cost from the rent, and plaintiff did not give proper credit.
- c.  (Nonpayment of rent only) On (date): before the notice to pay or quit expired, defendant offered the rent due but plaintiff would not accept it.
- d.  Plaintiff waived, changed, or canceled the notice to quit.
- e.  Plaintiff served defendant with the notice to quit or filed the complaint to retaliate against defendant.
- f.  By serving defendant with the notice to quit or filing the complaint, plaintiff is arbitrarily discriminating against the defendant in violation of the Constitution or the laws of the United States or California.
- g.  Plaintiff's demand for possession violates the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage):  
(Also, briefly state in item 3w the facts showing violation of the ordinance.)
- h.  Plaintiff's demand for possession is subject to the Tenant Protection Act of 2019, Civil Code section 1946.2 or 1947.12, and is not in compliance with the act. (Check all that apply and briefly state in item 3w the facts that support each.)
- (1)  Plaintiff failed to state a just cause for termination of tenancy in the written notice to terminate.
- (2)  Plaintiff failed to provide an opportunity to cure any alleged violations of terms and conditions of the lease (other than payment of rent) as required under Civil Code section 1946.2(c).
- (3)  Plaintiff failed to comply with the relocation assistance requirements of Civil Code section 1946.2(d).
- (4)  Plaintiff has raised the rent more than the amount allowed under Civil Code section 1947.12, and the only unpaid rent is the unauthorized amount.
- (5)  Plaintiff violated the Tenant Protection Act in another manner that defeats the complaint.
- i.  Plaintiff accepted rent from defendant to cover a period of time after the date the notice to quit expired.
- j.  Plaintiff seeks to evict defendant based on an act against defendant or a member of defendant's household that constitutes domestic violence, sexual assault, stalking, human trafficking, or abuse of an elder or a dependent adult. (This defense requires one of the following: (1) a temporary restraining order, protective order, or police report that is not more than 180 days old; OR (2) a signed statement from a qualified third party (e.g., a doctor, domestic violence or sexual assault counselor, human trafficking caseworker, or psychologist) concerning the injuries or abuse resulting from these acts.)
- k.  Plaintiff seeks to evict defendant based on defendant or another person calling the police or emergency assistance (e.g., ambulance) by or on behalf of a victim of abuse, a victim of crime, or an individual in an emergency when defendant or the other person believed that assistance was necessary.
- l.  Plaintiff's demand for possession of a residential property is in retaliation for nonpayment of rent or other financial obligations due between March 1, 2020, and September 30, 2021, even though alleged to be based on other reasons. (Civ. Code, § 1942.5(d); Gov. Code, § 12955.)
- m.  Plaintiff's demand for possession of a residential property is based on nonpayment of rent or other financial obligations due between March 1, 2020, and September 30, 2021, and (check all that apply):
- (1)  Plaintiff did not serve the general notice or notices of rights under the COVID-19 Tenant Relief Act as required by Code of Civil Procedure section 1179.04.
- (2)  Plaintiff did not serve the required 15-day notice. (Code Civ. Proc., § 1179.03(b) or (c).)

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3. m. (3)  Plaintiff did not provide an unsigned declaration of COVID-19–related financial distress with the 15-day notice. (Code Civ. Proc., § 1179.03(d).)
- (4)  Plaintiff did not provide an unsigned declaration of COVID-19–related financial distress in the language in which the landlord was required to provide a translation of the rental agreement. (Code Civ. Proc., § 1179.03(d).)
- (5)  Plaintiff identified defendant as a “high-income tenant” in the 15-day notice, but plaintiff did not possess proof at the time the notice was served establishing that defendant met the definition of high-income tenant. (Code Civ. Proc., § 1179.02.5(b).)
- (6)  Defendant delivered to plaintiff one or more declarations of COVID-19–related financial distress and, if required as a “high-income tenant,” documentation in support. (Code Civ. Proc., §§ 1179.03(f) and 1179.02.5.)  
(Describe when and how delivered and check all other items below that apply):
- (a)  Plaintiff's demand for payment includes late fees on rent or other financial obligations due between March 1, 2020, and September 30, 2021.
- (b)  Plaintiff's demand for payment includes fees for services that were increased or not previously charged.
- (c)  Defendant, on or before September 30, 2021, paid or offered plaintiff payment of at least 25% of the total rental payments that were due between September 1, 2020, and September 30, 2021, and that were demanded in the termination notices for which defendant delivered the declarations described in (a). (Code Civ. Proc., § 1179.03(g)(2).)
- (7)  Defendant is currently filing or has already filed a declaration of COVID-19–related financial distress with the court. (Code Civ. Proc., § 1179.03(h).)
- n.  Plaintiff's demand for possession of a residential property is based on nonpayment of rent or other financial obligations due between October 1, 2021, and March 31, 2022, and (check all that apply):
- (1)  Plaintiff's notice to quit was served before April 1, 2022, and
- (a)  Did not contain the required contact information for the pertinent governmental rental assistance program, or the other content required by Code of Civil Procedure section 1179.10(a).
- (b)  Did not include a translation of the statutorily required notice. (Code Civ. Proc., § 1179.10(a)(2) and Civ. Code, § 1632.)
- (2)  Plaintiff's notice to quit was served between April 1, 2022, and June 30, 2022, and did not contain the required information about the government rental assistance program and possible protections, as required by Code of Civil Procedure section 1179.10(b).
- o.  For a tenancy initially established before October 1, 2021, plaintiff's demand for possession of a residential property is based on nonpayment of rent or other financial obligations due between March 1, 2020, and March 31, 2022, and (check all that apply):
- (1)  Plaintiff did not complete an application for rental assistance to cover the rental debt demanded in the complaint before filing the complaint in this action.
- (2)  Plaintiff's application for rental assistance was not denied.
- (3)  Plaintiff's application for rental assistance was denied for a reason that does not support issuance of a summons or judgment in an unlawful detainer action (check all that apply):
- (a)  Plaintiff did not fully or properly complete plaintiff's portion of the application. (Code Civ. Proc., § 1179.09(d)(2)(A).)
- (b)  Plaintiff did not apply to the correct rental assistance program. (Code Civ. Proc., § 1179.09(d)(2)(C).)
- (4)  An application for rental assistance was filed before April 1, 2022, and the determination is still pending.
- (5)  Rental assistance has been approved and tenant is separately filing an application to prevent forfeiture (form UD-125).
- p.  Plaintiff's demand for possession of a residential property is based on nonpayment of rent or other financial obligations and (check all that apply):
- (1)  Plaintiff received or has a pending application for rental assistance from a governmental rental assistance program or some other source relating to the amount claimed in the notice to pay rent or quit. (Health & Saf. Code, §§ 50897.1(d)(2)(B) and 50897.3(e)(2).)
- (2)  Plaintiff received or has a pending application for rental assistance from a governmental rental assistance program or some other source for rent accruing since the notice to pay rent or quit. (Health & Saf. Code, §§ 50897.1(d)(2)(B) and 50897.3(e)(2).)

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3. p. (3)  Plaintiff's demand for possession is based only on late fees for defendant's failure to provide landlord payment within 15 days of receiving governmental rental assistance. (Health & Saf. Code, § 50897.1(e)(2)(B).)
- q.  Plaintiff violated the COVID-19 Tenant Relief Act (Code Civ. Proc., § 1179.01 et seq.) or a local COVID-19–related ordinance regarding evictions in some other way (*briefly state facts describing this in item 3w*).
- r.  The property is covered by the federal CARES Act and the plaintiff did not provide 30 days' notice to vacate. (*Property covered by the CARES Act means property where the landlord:*
- *is participating in a covered housing program as defined by the Violence Against Women Act;*
  - *is participating in the rural housing voucher program under section 542 of the Housing Act of 1949; or*
  - *has a federally backed mortgage loan or a federally backed multifamily mortgage loan.*)
- s.  Plaintiff improperly applied payments made by defendant in a tenancy that was in existence between March 1, 2020, and September 30, 2021 (Code Civ. Proc., § 1179.04.5), as follows (*check all that apply*):
- (1)  Plaintiff applied a security deposit to rent, or other financial obligations due, without tenant's written agreement.
- (2)  Plaintiff applied a monthly rental payment to rent or other financial obligations that were due between March 1, 2020, and September 30, 2021, other than to the prospective month's rent, without tenant's written agreement.
- t.  Plaintiff refused to accept payment from a third party for rent due. (Civ. Code, § 1947.3; Gov. Code, § 12955.)
- u.  Defendant has a disability and plaintiff refused to provide a reasonable accommodation that was requested. (Cal. Code Regs., tit. 2, § 12176(c).)
- v.  Other defenses and objections are stated in item 3w.
- w. (*Provide facts for each item checked above, either below or, if more room needed, on form MC-025*):
- Description of facts or defenses are on form MC-025, titled as Attachment 3w.

The following objections are covered on that 3 page attachment:

Reference:

3(f) & (o)(4): Plaintiff initiated discriminatory acts when county failed to provide rental assistance.

3(f) Plaintiff's agent stated, "I hate cats."

3(u): On four occasions, plaintiff's agent had, or attempted to have, defendants' vehicle impounded, rather than allow unloading of groceries from an unused parking lot space.

3(v) Quoting from 3 Day Notice to Cure Breach Or Quit: "11/1/22 Management executed a 24hour notice to inspect . . ." in violation of state law, including Civil Code section 1954.

#### 4. OTHER STATEMENTS

- a.  Defendant vacated the premises on (*date*):
- b.  The fair rental value of the premises alleged in the complaint is excessive (*explain below or, if more room needed, on form MC-025*):
- Explanation is on form MC-025, titled as Attachment 4b.
- c.  Other (*specify below or, if more room needed, on form MC-025*):
- Other statements are on form MC-025, titled as Attachment 4c.

#### 5. DEFENDANT REQUESTS

- a. that plaintiff take nothing requested in the complaint.
- b. costs incurred in this proceeding.
- c.  reasonable attorney fees.
- d.  that plaintiff be ordered to (1) make repairs and correct the conditions that constitute a breach of the warranty to provide habitable premises and (2) reduce the monthly rent to a reasonable rental value until the conditions are corrected.

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5. e.  Other (specify below or on form MC-025):  
 All other requests are stated on form MC-025, titled as Attachment 5e.

Elsie Ann Jones is disabled, and has received SSI since 2002. She is unable to walk up to the bottom of the stairs from the street without a rest break. The defendants request that she henceforth be allowed to park her car in the parking lot.

6. Number of pages attached: ~~Xxx~~ 4

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


7. (Must be completed in all cases.) An **unlawful detainer assistant**  did not  did for compensation give advice or assistance with this form. (If defendant has received **any** help or advice for pay from an unlawful detainer assistant, state):
- a. Assistant's name: \_\_\_\_\_ b. Telephone number: \_\_\_\_\_  
c. Street address, city, and zip code: \_\_\_\_\_  
d. County of registration: \_\_\_\_\_ e. Registration number: \_\_\_\_\_ f. Expiration date: \_\_\_\_\_

(Each defendant for whom this answer is filed must be named in item 1 and must sign this answer unless defendant's attorney signs.)

Jeffery Jones  
(TYPE OR PRINT NAME)

Elsie Ann Jones  
(TYPE OR PRINT NAME)

\_\_\_\_\_  
(TYPE OR PRINT NAME)

▶   
(SIGNATURE OF DEFENDANT OR ATTORNEY)

▶   
(SIGNATURE OF DEFENDANT OR ATTORNEY)

▶ \_\_\_\_\_  
(SIGNATURE OF DEFENDANT OR ATTORNEY)

**VERIFICATION**

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the defendant in this proceeding and have read this answer. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: April 29, 2023  
Jeffery Jones  
(TYPE OR PRINT NAME)

▶   
(SIGNATURE OF DEFENDANT)

Date: April 29, 2023  
Elsie Ann Jones  
(TYPE OR PRINT NAME)

▶   
(SIGNATURE OF DEFENDANT)

Date: \_\_\_\_\_  
\_\_\_\_\_  
(TYPE OR PRINT NAME)

▶ \_\_\_\_\_  
(SIGNATURE OF DEFENDANT)

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ATTACHMENT (Number): 3W

(This Attachment may be used with any Judicial Council form.)

**BACKGROUND:**

Near the beginning of February, 2022, the defendants in this case ["Joneses" herein below] applied for several rental assistance programs administrated by the County of San Diego Housing Authority. Six weeks later, they received a 44 page packet of forms to fill out and return "within 15 days", including the "Personal Declaration & Questionnaire For Rental Assistance" and the 5 page "Section 8 Voucher Program" contract. The packet was completed and returned, postmarked on March 31 (the 15th day), qualifying the Joneses for both Section 8 Rental Assistance Vouchers and Project Based Vouchers.

On or about the 14th of April, the Joneses, who had been homeless for 10 months, became informed by the plaintiff's agent, Mitchell Gibbs, that a one bedroom apartment is available, and that Section 8 subsidized renters have priority. After confirming with the county that they have indeed been accepted for Section 8 rental assistance, the Joneses showed Mitchell some of the forms they had just sent in, which he recognized as Section 8. Although he had other applicants, the defendants were the only applicant approved for Section 8. "If you want it, you got it" was his comment.

On April 16, 2022, Landlord (plaintiff) and the Joneses executed "Rental Agreement & Lease" (Exhibit 1 of the Complaint) for the year ending May 1, 2023. Tenants paid \$1,220 first month's rent, plus \$800 deposit, and began to move in. A few days later, Mitchell asked for the name of the Jones' social worker with the county, however the Joneses had not heard from the county since sending in the 44 pages of forms 2 weeks ago. Mitchell responded to Jeffery Jones' inability to correctly answer his question with an angry voice mail, "It's not my responsibility to obtain the forms that Section 8 requires the landlord to complete, IT'S YOURS!!!"

Jeffery Jones downloaded the county Section 8 Handbook, and thus learned which forms (and their source) Mitchell expected to be supplied with. Jeffery then visited the Federal HUD website, downloaded and forwarded them to Mitchell, who filled in the blanks, printed, signed, then posted them on the Tenants' door for them to sign. He left a note, saying, "I still need your case worker contact ASAP!" The Joneses, having finally heard from their new case worker by then, (April 28) signed the 2 forms, attached a note with the case worker name, address, and email, and left them in Mitchell's drop box. On the 29th, Mitchell sent Jeffery an email letting him know how much his effort was appreciated.

**PLAINTIFF INITIATED DISCRIMINATORY ACTIONS AGAINST THE JONESES IN JUNE  
AS IT PERCEIVED THE COUNTY DID NOT INTEND TO SUBSIDIZE THE JONES' RENT**

That appreciation faded quickly. In June, after the Joneses paid their second month's rent in full without a voucher from the county, it had become clear to the plaintiff that, unlike its other tenants, favored by rental subsidies, the Joneses are to be discouraged from remaining for the full term of their year's lease. Although the Joneses continued to valiently pay out over 60% of their income in rent, they became the target of the discriminatory, underhanded, & even illegal harassment detailed on the next 2 pages.

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

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SHORT TITLE:

ABN Property Holding v JONES

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ATTACHMENT (Number): 3w - page 2*(This Attachment may be used with any Judicial Council form.)*

**BECAUSE JUST CAUSE DOES NOT EXIST FOR THIS EVICTION  
PLAINTIFF'S AGENT REPEATEDLY HAD VEHICLES BELONGING TO THE DEFENDANTS  
IMPOUNDED — COSTING THEM ALMOST \$2,000**

The most recent such incident occurred two days ago, on April 29, 2023.

**JUST CAUSE STILL DOES NOT EXIST - DEFENDANTS MOVING ANYWAY**

Jeffery Jones recently obtained a large box van - a 1989 Ford E-350, to be used mainly to move the Jones' household possessions off of the premises, per the plaintiff's wishes. It had been parked at the curb at 420 N Pico Ave., in the space directly in front of Apartment 1 for a month and it bothered no one, but that was before the plaintiff knew that the cargo van belongs to the Joneses.

On Tuesday, April 25, 2023, Plaintiff's Agent Mitchell Gibbs happened to see Jeffery unloading and discarding a few items from the rear of his truck into the community dumpster. Advancing the plaintiff's agenda to "get rid of the Joneses", he directed Jeffery to take his truck off of the property immediately. Jeffery did as directed. However, now that the plaintiff knew who the cargo van belonged to, no matter where Jeffery parked it, it was now in jeopardy of being towed off and impounded.

**KNOWINGLY NOT HAVING A VALID "JUST CAUSE" FOR EVICTION  
PLAINTIFF IS EVICTING BY HARASSMENT**

Three times before the end of 2022, the plaintiff in this case had, or attempted to have, a vehicle of the defendant's impounded at the already financially challenged Jones' expense.

The first vehicle towed away and impounded was Elsie Ann's 2003 Dodge Caravan, the automobile that they had slept in for 9 months prior to renting their current apartment. That happened in the first week of July, 2022.

The landlord (plaintiff) doesn't have other tenant's vehicles impounded. So why are the Joneses the targets of this discrimination? THREE REASONS. 1) Although paying rent in full and on time so far, the plaintiff believes rental income representing over 50% of the Jones' family income to be less secure than government backed Section 8 rental assistance. 2) Management is prejudiced against felines, and owners of cats, 3) Elsie Ann's handicap, coupled with the plaintiff's inability to effectively manage the 14 space parking lot, also plays a roll.

**ELSIE ANN JONES IS DISABLED AND IN POOR HEALTH**

Elsie Ann Jones has been plagued with severe anemia, needing 1 or 2 blood transfusions every year for over 10 years now. Their apartment is upstairs. If she is carrying two bags, Elsie Ann has to rest 8 of 9 times if she carries two bags of groceries up from the street. That is because it is the climb - fighting gravity - that depletes her energy. From space 10, it's a 16 foot climb. From the curb, it's 50% more: a 24 foot climb.

**THE PARKING LOT IS NOT ONLY MISMANAGED, IT FALLS SHORT OF CODE REQUIREMENTS.** Averaging only 60% of capacity, and never, ever being more than 85% full are glaring symptoms of mismanagement.

*(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)*

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*(Add pages as required)*

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ATTACHMENT (Number): 3w - page 3

(This Attachment may be used with any Judicial Council form.)

"HATE CATS!" (Plaintiff's Agent Mitchell Gibbs)

Almost a year ago, Defendant, Elsie Ann Jones, rescued two tiny kittens that had been abandoned. Elsie Ann carefully cared for the newborns including bottle feeding them. Soon it was clear that the litter mates, though orphaned at such a young age, thanks to Elsie Ann's devoted attention, are thriving. They were gaining speed and vitality daily. She informed Mitchell Gibbs, the apartment manager, that she has a pair of kittens that she has bonded to, and that they are giving her much enjoyment.

Mitchell's reaction: "I HATE CATS." That comment confirms something the Joneses have since become more aware of: Owners of cats are unconsciously discriminated against here, as compared to dog owners, like Mitchell. For instance, there was minimal guidance from management explaining the Lease Agreement boilerplate: "meeting the requirements of OWNER", and "house, pet, and laundry rules, which may be changed from time to time."

NOT HAVING "JUST CAUSE" FOR UNLAWFUL DETAINER  
PLAINTIFF DECIDES TO EVICT ANYWAY

Then suddenly, on October 26, 2022, the Joneses were blasted by a deluge of correspondence. A three page packet was posted on the Jones' door: 3-day Notice to Cure Violation(s) or Move Out [attached hereon, labeled "EXHIBIT 1"]. Five days later, on 10/31/2022, two messages arrived, both written by Mitchell. An email repeating that there will be a compliance inspection that day (the 31st), adding the threat that "Failure to allow entry for the inspection will result" in eviction [See attached, labeled "EXHIBIT 2"]. Inconsistently, it seemed, "24-Hour Notice of Intent to Enter Premises", delivered the same day, announced, not an inspection, but an entry to perform "necessary repairs to the closet crawl space." The defendants are informed and believe that all parties to this dispute know that no crawl space has ever existed in these premises.

As if the above-described barrage from the plaintiff is not enough harassment for one week, on 10/27/22, the plaintiff additionally caused the second of the Jones' vehicles to become impounded at car "owner's expense". This one was towed to Vista.

SEEKING "JUST CAUSE" – PLAINTIFF WENT ON A FISHING EXPEDITION

On November 1, 2022, in spite of the check mark on the 24 hour notice at the line stating, "To make necessary or agreed repairs", there were no repairs intended or performed. That a repair was needed was a ruse to gain entry into someone else's home, akin to breaking and entering, to take the photos attached to the 60 day notice as evidence that the Joneses were still violating their lease. However, the plaintiff cannot use those photos for evidence of a violation for two reasons: 1) The photos were taken during the commission of a crime by the photographer, therefore are inadmissible, and 2) Even if they were, photos of 9 cats on November 1 cannot be considered evidence of how many cats were there on December 1.

The Joneses claim to have cured any violation that may have existed prior to the 3 day notice to cure that was posted on November 14, 2022, by the end of that 3 day period.

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

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ATTACHMENT (Number): 3w - page 4

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**LACKING "JUST CAUSE" FOR EVICTION - PLAINTIFF CAUSES RENT DEFAULT**

On June 5, 2022, a 24 hour impound warning was posted on each of Jones' automobiles. Occasionally they would receive an email from Mitchell with a photo, threatening to have it towed. That prompted them to use the lot less and less, and only for unloading. To make sure that if Mitchell did call the tow truck, the car would not still be in the lot when it arrived, thinking (wrongly) that it was immune to being impounded from the street. When Elsie Ann' car DID get impounded from across the street, she was informed that "someone called in a complaint."

Months would pass before it finally occurred to the Joneses that the someone was Mitchell.

**2002 FORD EXPLORER IMPOUNDED FROM THE RESIDENTS' PARKING LOT.**

After the Dodge Caravan, worth \$800, was lost to impound in July, Elsie Ann was without a car. The next vehicle to be towed and impounded was the 2002 Ford Explorer that Jeffery purchased in September to replace the Dodge Caravan lost the previous July. On October 26, 2022, they returned with a load of groceries and parked to unload in space 10, which otherwise is never parked in. They were both so distracted by finding the 3 pages [EXHIBIT 1] taped to their front door, they forgot to move the car to the street. It appears that, after shopping around for a towing company willing to impound a vehicle belonging to a resident from a parking lot with sign, "Parking for residents only-all others will be towed", one was found. An email arrived in the morning: "Hey Jeff, I wanted to send you the contact information for the new tow company. You'll be able to pick up your green explorer from these guys. PacificTowing (760) 724-2100."

The email sender was Mitchell Gibbs.

In December, Mitchell tried to have the dark green 2002 Ford Explorer towed off, but it appears that the responding Deputy (or CHP patrolman) refused. The cop opted to issue a \$65 parking ticket (for expired registration) instead. Evidence that it was Mitchell who requested that the vehicle be towed, is that the ticket was issued to Elsie Ann Jones, Mitchell is one of the few who knew Elsie to be the driver of the vehicle.

The most recent impound occurred on Saturday, April 29, 2023, four days after Mitchell and the plaintiff first learned who the 14 foot cargo van belongs to. When Mitchell directed Jeffery to remove his truck from the property immediately, he parked it at the curb in front of the apartment complex behind this one, where there is always space available. That complex is another owned by this plaintiff. After 4 days, the truck was towed from where it was legally parked, to the impound yard, costing the defendants another \$715.00 in towing and impound fees. The reason cited by the CHP for the impound was that it had been parked at the same curb continuously for 72 hours. That is why it took four days for Mitchell to arrange this one.

JONES' LOSSES DUE TO HARASSMENT BY PLAINTIFF: \$800 + \$400 + \$65 + \$715 = \$1980

**THE LANDLORD (PLAINTIFF) DISCRIMINATES AGAINST ITS UNSUBSIDIZED TENANTS  
HOWEVER NOT HAVING ONE'S RENT SUBSIDIZED IS NOT A CAUSE FOR EVICTION**

NEITHER IS A 3 DAY NOTICE since THE JONESES CURED BOTH VIOLATIONS by obtaining a letter authorizing 2 cats [see EXHIBIT 3 attached], selling the 5 kittens, and giving away "Tuxedo" & "Smooth". There are already too many homeless victims of landlord greed in this county. This court should deny the plaintiff's hog-like quest to increase its consumption at the public rental subsidy trough.

To deny this eviction would serve justice to the parties to this dispute, and may also helpfully increase downward pressure on the exorbitant rental rates in this area.

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

Page 4 of 9

(Add pages as required)

## EXHIBITS

# 3-DAY NOTICE TO CURE VIOLATION(S) OR MOVE OUT

Plaintiff(s): ABN Property Holding, LP, Owner(s)

VS.

Defendant(s): Jeffery Jones, Resident  
Elsie Jones, Resident  
\_\_\_\_\_, Resident

Notice To Perform Or Quit

To: Mr & Mrs Jeffery Jones, Resident(s)

AND ALL OTHERS IN POSSESSION, PLEASE TAKE NOTICE that you are in violation of the terms of your rental

agreement and/or the law applicable to your tenancy at the premises located at 420 N. Pico,

Apartment number 10, in the City of Fallbrook, California.

YOUR VIOLATION(S) consist of the following circumstances:

Per your lease agreement signed & dated 4/16/22 you agreed to the "Pet & Furnishings" (Para 7, on your lease) & "House, Pet and Laundry Rules" (Para 15 on your lease. See attached)

WITNESS(ES) TO VIOLATION(S): Mitchell Gibbs

DATE AND PLACE OF VIOLATION(S): 10/26/2022 Apt 10 staircase truxedo teline and 2 felines in bedroom window

YOUR FAILURE TO PERFORM THE ABOVE COVENANTS OF YOUR RENTAL AGREEMENT AND/OR CURE the above violation(s) OR QUIT WITHIN THREE (3) DAYS can result in legal proceedings against you to recover possession of the premises and PENALTY DAMAGES OF \$600.00 under Section 1174 of California Code of Civil Procedure.

Because of the above violation(s) the undersigned does hereby declare a forfeiture of your rental agreement. NOTICE: Pursuant to Civil Code, Section 1785.26, you are hereby notified that a negative credit report reflecting on your credit record may be submitted in the future to a credit reporting agency if you fail to fulfill the terms of your rental/credit obligation or if you default in those obligations in any way. This is the only notice that you will receive in this regard.

Dated this 26th day of October, 2022

Owner(s): David Antczak By: Mitchell Gibbs Agent



October 26,

Date at top, circle and underline  
Added by recipient)

Dear Mr. & Mrs. Jones,

I have been more than patient regarding your cats. However, this is the third correspondence I have sent regarding the cat situation. I have given you ample time to make an appointment to sign a pet agreement and or provide a letter of emotional support or pet deposit of \$600 as outlined in paragraph 7 of your lease.

As outlined in the attached notice you have 3 days to cure this issue. Consider this notice for entry into your unit 10/31/2022 to ensure the issue has been resolved.

An inspection by property staff will commence on October 31, 2022, at unit 10 located:

420 N. Pico Ave #10 Fallbrook, CA 92028

*Mitchell Gillette* 10/26/22

7. **PETS AND FURNISHINGS:** Furnishings - No liquid-filled furniture of any kind may be kept on the premises. If the structure was built in 1973 or later RESIDENT may possess a waterbed if he maintains waterbed insurance valued at \$100,000.00 or more. RESIDENT must furnish OWNER with proof of said insurance. RESIDENT must also comply with Civil Code Section 1940.5. Resident shall not keep on premises a receptacle containing more than ten gallons of liquid, highly combustible materials or other items which may cause a hazard or affect insurance rates such as, musical instrument, item(s) of unusual weight or dimension, RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible losses caused by using said items. Pets - No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Said consent, if granted, shall be revocable at OWNER'S option upon giving a 30-day written notice. In the event laws are passed or permission is granted to have any item prohibited by this agreement or if for any reason such item exists on the premises, there shall be minimum additional rent of \$50.00 a month for each such item if another amount is not stated in this agreement. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of \$600 shall be required along with the signing of OWNER'S "PET AGREEMENT."

*Penant provides a letter of Emotional Support from a pet health care providers*

8. **PARKING/STORAGE:** When and if RESIDENT is assigned a parking space on OWNER'S property, the parking space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT'S "Application to Rent/Lease" or attached hereto. RESIDENT is hereby assigned parking space: N/A. RESIDENT may not wash, repair, or paint in this parking space or at any other common areas on the premises. (RESIDENT may not assign, sublet, or allow RESIDENT'S guest(s) to use this or any other parking space.) RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER. Only vehicles that are operational may park in their assigned space. Resident is assigned storage space: N/A located.

*(per previous page) dated 10/26*

9. **NOISE:** RESIDENT agrees not to cause or allow any noise or activity on the premises that might disturb the peace and quiet of another RESIDENT. Said noise and/or activity shall be a breach of this Agreement.

10. **LOITERING AND PLAY:** Lounging, playing, or unnecessary loitering in the halls, on the front steps, or in the common areas in such a way as to interfere with the free use and enjoyment, passage or convenience of another RESIDENT is prohibited.

11. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, RESIDENT or OWNER may terminate this Agreement immediately upon three-day written notice to the other.

12. **CONDITION OF PREMISES:** RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached inventory sheet, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of the above-enumerated items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear; the premises shall be free of all personal property; trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, or stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

13. **MAINTENANCE AND ALTERATIONS:** RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, excessively large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law. RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles as provided and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size or nature as is not normally acceptable by the garbage hauler for the building. RESIDENT shall be responsible for keeping the garbage disposal clean of chicken bones, toothpicks, match sticks, celery, pits, grease, metal vegetable ties, and all other items that may tend to cause stoppage of the mechanism. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by the stopping of waste pipes or overflow from bathtubs, washbasins, toilets, or sinks, if caused by negligence or misuse by RESIDENT or their guests. Tenant must notify landlord with a written notice stating what item(s) need service or repair and give landlord a reasonable opportunity to service or repair that item(s). Should any charges be incurred by the City as a result of not notifying the Landlord in writing of such needed service or repairs, tenant shall be responsible for a minimum of \$201.50 for each occurrence.

14. **SMOKE DETECTOR:** The rental unit is equipped with properly functioning smoke detectors. Resident agrees to test the smoke detectors in the rental unit monthly for proper function. Resident agrees not to interfere with their normal function or disable the smoke detectors in any manner.

15. **HOUSE, PET, AND LAUNDRY RULES:** RESIDENT shall comply with all house, pet, and laundry rules, which may be changed from time to time. These rules shall apply to, but are not limited to, noise, odors, disposal of trash, pets, parking, use of common areas, and storage of toys, bicycles, tools, and other personal items (including signs and laundry), which must be kept inside and out of view. OWNER shall not be liable to RESIDENT for any violation of such rules by any other RESIDENTS or persons. Rights of usage and maintenance of the laundry room and/or pool and pool area are gratuitous and subject to revocation by OWNER at any time. NO pets allowed without previous written consent in the form of a fully executed pet agreement.

16. **CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30 days written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change of Terms.

17. **TERMINATION:** After expiration of the leasing period, this agreement is automatically renewed from month-to-month, but may be terminated by either party. The owner giving a 60-day notice and the resident giving a 30-day written notice of intention to terminate. Where laws require "just cause," such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages, which may include damages due to OWNER'S loss of prospective new RENTERS.

**Subject** Inspection notice issued 10/26/2022  
**To:** [jeffery jones <jefojones@yahoo.com>]  
**From** Mitchell Gibbs <michelle@abnproperty.com>  
**Date** Mon, Oct 31, 2022 at 3:50 PM

EXHIBIT#  
2

Hey Jeff,

I'm following up with the 3 day notice to complete the pet agreement paperwork with deposit for the cat(s), provide emotional and or service animal documents or get rid of the cats. As outlined in the 3 day notice I will be inspecting your unit today (10/31/2022) to ensure that you have met the resolution requirements of the 3 day notice served 10/26/2022.

If you have not met the requirements of the 3 day to cure or quit with the cat(s). The issue will be forwarded to our legal team to begin the eviction process. Failure to allow entry for the inspection will result in automatic failure to meet the terms of the 3 day notice and the issue will be forwarded to our legal team.

Mitchell Gibbs  
Community Manager  
De Luz Senior Apartments

EXHIBIT 2. (Entry WAS  
denied  
a short time later)

24-HOUR NOTICE OF INTENT TO ENTER PREMISES

To: Jeffery & Elsie Jones  
Address: 420 N Pico Ave Unit: 10  
Ballbrook, CA

Dear Resident(s):

Please be advised that the Owner/Agent or Owner's/Agent's employee(s) will enter above listed premises on or about (Date/Time) November 1, 2022

During normal business hours for the reasons listed below:

To make necessary or agreed repair(s) and/or improvements

To exhibit the premises to:  a prospective tenant,  workers and/or contractors

Other:

Repairs to the closet crawl space  
located in the unit closet need  
repairs to prevent animal access  
to building 1 attic spaces.

If you have any questions, please don't hesitate to call.

Owner/Agent: Mitchell Gibbs

Date: 10/31/22 Phone: (760) 799-3484

This notice is given in accordance with the provisions of Section 1954 of the California Civil Code

*mc 025 10/31/22*

EXHIBIT 4 showing violation was  
cured.

# David L. Wetzel

DOCTOR OF CHIROPRACTIC

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945 S Mission Road Fallbrook, CA 92028 (760) 723-9512 PHONE (760) 723-3697 FAX

12/12/22

RE: Jones, Elsie  
DOB: 01/28/51

To whom it may concern,


Elsie "Ann" Jones has been a patient of mine since August of 2013. She lost her daughter in 1992 at the age of 20 at Christmas time.

She presently has two cats, "Misty", and "Boo," that have been with her for the last nine months. They would seem to be very important in her life right now for her emotional support system.

I would highly recommend that she be able to keep her two companion cats in her apartment complex at 420 N Pico, Apt 10.

Please contact my office if you need any further clarification.

Thank you,



David L. Wetzel, DC

EXHIBIT 4

End of Exhibits



<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b> STREET ADDRESS: 330 W Broadway MAILING ADDRESS: 330 W Broadway CITY AND ZIP CODE: San Diego, CA 92101-3827 BRANCH NAME: Central	<i>FOR COURT USE ONLY</i>
Short Title: ABN Property Holding LP vs Jones [IMAGED]	
<b>NOTICE OF REJECTION OF ELECTRONIC FILING</b>	CASE NUMBER: 37-2023-00008753-CL-UD-CTL

The electronic filing described by the summary data below was reviewed and rejected by the Superior Court of California, County of San Diego

**E-Filing Summary Data**

Electronically Submitted  
on Behalf of: Elsie Jones

Transaction Number: 21681304  
Court received Date: 05/12/2023  
Court received Time: 11:20:27 PM

Answer originally submitted electronically on 5/03/2023, had handwritten sections due to software failure (editing session timed out). I need e-filing requirements. I added blank page (page 10), and comments in blue for this, my 3rd attempt to file answer in this case.

This electronic filing was rejected based on the following reason(s):

**Reject Reason 1: Other**

Clerk's Comments to Submitter:  
Per the e-filing requirements all filing are required to be text searchable in their entirety.

**E-Filing Service Provider Information**

Name: OneLegal  
Email: support@onelegal.com  
Contact Person: Customer Support  
Phone: (800) 938-8815