|  |  |  |
| --- | --- | --- |
| **Other Offices:**  Downtown San Jose, California  Telephone: 408-779-4700  Downtown Fremont, California  Telephone: 510-791-7137 | Law Offices of  **STEVEN E. SPRINGER** | Email: info@springer.us.com  www.businesslawsanjose.com  www.springerlawfirm.com |
| Century Office Plaza  16360 Monterey Road, Ste. 180  Morgan Hill, CA 95037  Phone: 408-779-4700; Fax: 408-779-4483 |

Name(s)\_\_\_\_\_\_\_Chenlin Ye\_\_\_\_\_\_\_\_\_\_\_\_\_Today's Date \_\_1/3/2019\_\_ Date of Incident(s)\_\_1/3/2019\_\_\_\_\_

Address \_\_\_\_\_\_\_6889 Rochelle Ave, Newark, CA 94560\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email(s) \_\_\_\_yecl392@hotmail.com\_\_\_\_\_\_\_\_\_\_\_\_✓\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_🞏

Billing invoices via USPS 🞏 or email ✓? If emailed, to which email address? Please ✓ boxe(s) above.

Cell Phone \_\_\_\_\_5616035492\_\_\_\_\_ Home Phone \_\_\_\_\_5616035492\_\_\_ Work Phone \_\_\_\_\_5616035492\_\_\_\_

Can mail be sent to you? Yes\_✓\_ No\_\_\_; Can calls be made to Home? Yes\_✓\_ No\_\_\_ Work? Yes\_✓\_ No\_\_

Employer \_\_Fisher Investments\_\_\_\_\_\_\_\_\_ Type of Case \_\_\_\_\_\_\_Tenant refuses to move out\_\_\_\_\_\_\_\_\_\_\_\_

Please list COURT FILINGS\_\_\_\_\_\_Alameda\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |
| --- |
| Name of all parties (friendly and opposition)  Friendly: Chenlin Ye (me, landlord)  Opposition: Richard Joseph (tenant) |
| Brief explanation of situation  I’m a landlord in Newark, CA. I leased a room to the tenant with a month-to-month lease agreement effective since September 3, 2018. On December 22, 2018 I sent the tenant a 30-days-notice-to-vacate, in which requires him to pay the last month’s rent by January 1, 2019 and move out on or before February 2, 2019. Till January 3, 2019 I haven’t received the rent yet, also the tenant did not agree to move out and mentioned he is hiring an attorney for this issue.  Here are my concerns:   1. I didn’t give termination reason on the 30-days-notice-to-vacate, then if I move on to eviction process, would this help the tenant appeal the eviction? 2. I do need to use the room in late February, so what should I do to ensure that the tenant move out before that?   Thank you! |
|  |

Have you consulted or hired an attorney to assist you with this matter? Yes\_\_\_ No\_✓\_. If yes please provide the names of the attorneys\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**How did you find us?**

Website Yes\_✓\_ No\_\_ Court Referral Yes\_\_\_ No\_\_\_ Google Yes\_\_\_ No\_\_\_ Yahoo Yes\_\_\_ No\_\_\_

Bing Search Yes\_\_\_ No\_\_\_\_ Referral? Yes\_\_\_Please specify\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_