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12 *Commenting Party*

13 **IN THE SUPREME COURT**  
14 **STATE OF ARIZONA**

15 **IN THE MATTER OF:**

Supreme Court No. R-24-0023

**Comments on Petition to Amend  
Appendix A, Arizona Rules of  
Procedure for Eviction Actions**

16 PETITION TO AMEND APPENDIX  
17 A, ARIZONA RULES OF  
18 PROCEDURE FOR EVICTION  
19 ACTIONS

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21  
22 Commenting party, Hull, Holliday & Holliday, PLC, hereby opposes the  
23 Petition to Amend Appendix A to the rules of Procedure for Eviction Actions  
24 (“RPEA”) filed by Community Legal Services (“CLS”), DNA People’s Legal  
25 Services (“DNA”), and Southern Arizona Legal Aid (“SALA”) (collectively

1 “Legal Services”) and the William E. Morris Institute for Justice (“MIJ”) on or  
2 about January 10, 2024.

3 The current Appendix A titled the Residential Eviction Information Sheet  
4 (“REIS”), includes relevant information regarding evictions and is provided to all  
5 Eviction Defendants upon service of a complaint.

6 The changes in Petitioner’s Proposed Appendix A purports to 1) simplify  
7 the language to explain important legal rights; 2) include definitions of key terms  
8 used in an Eviction Action; 3) provide contact information for three legal  
9 services law firms providing representation for tenants; and 4) clarifies  
10 instructions and information to tenants about appearing in court, settlements, and  
11 post-judgment procedures.

12 The requested changes to the REIS can be broken down into the relevant  
13 sections outlined in Appendix A which are addressed below.

#### 14 **NOTICE**

15 The requested changes for the Notice section merely expand on the  
16 language that is already included in the original Appendix. The changes proposed  
17 are immaterial and provide no explanation as to why the current concise  
18 language is insufficient and how an expansion of the section is helpful.  
19 Therefore, no change is necessary or warranted.

#### 20 **RENT CASES**

21 The requested changes in the Rent Cases section remove relevant  
22 information including but not limited to a tenant’s inability to pay and a judge’s  
23 ability to grant additional time after an eviction. The requested wording also  
24 suggests that the eviction action is the fault of the landlord, “only because the  
25 landlord claims that the tenant has not paid”, and not a result of the tenant’s  
contract breach. No new relevant information has been added and therefore, no

1 change is required. The requested changes further remove the line that  
2 “[i]nability to pay is not a legal defense and the judge cannot give more time to  
3 pay even if the tenant is having financial problems.” This statement is still an  
4 accurate reflection of the law, so there is no reason to remove it.

### 5 **BEFORE COURT**

6 The requested changes in the Before Court section contain false  
7 information and do not add any substance to the current wording. Additionally,  
8 the requested changes add an additional section titled “Legal Representation”  
9 which outlines free legal services for tenants.

10 By stating that a tenant can file a counterclaim if they believe the landlord  
11 violated the lease agreement and/or federal/state law, the requested changes will  
12 mislead tenants. As the RPEA already outlines under Counterclaims, Rule 8, the  
13 filing of counterclaims is very limited and requires a statutory basis. This  
14 expanded verbiage regarding counterclaims is overly broad, not in line with the  
15 existing rule which severely limits the scope of counterclaims and will ultimately  
16 mislead tenants and encourage them to attempt to file irrelevant claims.

17 By providing a list of the free legal services available to tenants, the  
18 requested changes place landlords at a natural disadvantage as the same services  
19 are not available for landlords. While tenants who are being evicted likely could  
20 benefit from free legal services, landlords who have borne the burden of  
21 maintaining a property without payment likely could benefit as well. However,  
22 since there are no free services for landlords, they are given fewer resources than  
23 tenants, and advertising that advantage to tenants would tilt the scales of justice  
24 further.

1 Due to the needlessly expanded verbiage, misleading legal information  
2 regarding counterclaims, and the biased advertisement of free services only for  
3 tenants, no change is required.

#### 4 **AT COURT**

5 The requested changes in the At Court section seek to rename the section,  
6 add appearance information, which is inaccurate, add misinformation regarding  
7 judgments, add additional unnecessary verbiage regarding stipulations, and add  
8 incorrect trial information.

9 The appearance information provided in the requested change is inaccurate  
10 because not all judges or courts allow or are equipped for video conferences.  
11 Also, there is typically no need to contact the court 2 hours in advance to obtain  
12 the hearing information, as information is already provided in nearly all cases  
13 with the complaint. Requiring parties to call and check in prior to a hearing for  
14 which they have already been provided appearance instructions will create a  
15 burden for court staff. Additionally, if the plaintiff fails to appear, a judgment  
16 will not be entered against them, the case will merely be dismissed.

17 The information regarding judgments is also inaccurate because not all  
18 judgments reach a credit report. Nevertheless, since the court has no influence or  
19 control over that process, it is pointless to discuss. Also, not all judgments go on  
20 a tenant's credit report. If there was a valid counterclaim which exceeded the  
21 amount being sought by the landlord, a judgment could issue against the  
22 landlord.

23 The recommended changes to the information regarding stipulations  
24 expands on what is already present in the original, however, there is no  
25 additional useful information.



1           The proposed changes state that “a judgment will probably appear on a  
2 tenant’s credit report for several years”. While this may be true in many cases, it  
3 is not always true, and it is pointless to theorize on an Appendix regarding a  
4 process which falls outside the purview of the courts.

5           The information regarding the termination of the lease upon signing of the  
6 judgment is true and relevant in a sense, i.e. “a judgment ends a lease agreement,  
7 but it may also be misleading. An eviction judgment certainly terminates a  
8 tenant’s possessory interest under a lease, but it does not necessarily terminate  
9 the tenant’s rent obligations. There is additionally no legal requirement that the  
10 parties “enter into a new lease agreement” as opposed to simply re-instating the  
11 previous/existing lease agreement.

12           In the new section titled “Appealing a Judgment”, the requested changes  
13 remove relevant information regarding the appellant’s need to obtain a bond in  
14 order to file an appeal and incorrectly states that an appeal that is won by the  
15 tenant will result in a dismissal, when this is merely one potential outcome as  
16 many appellate cases in the tenant’s favor are remanded for a new hearing.

17           With the exception of the additional information regarding the  
18 consequences of a judgment, the changes in this section are indistinguishable  
19 from the original REIS, and have removed relevant information, therefore no  
20 change is required.

### 21                           **SOURCES OF ADDITIONAL INFORMATION**

22           In this section retitled as “Additional Information” the requested changes  
23 are merely a restatement of what is already provided minus additional  
24 information which was re-housed in an earlier section regarding obtaining an  
25 attorney. Since the changes convey the same information, there is no reason to  
alter the Appendix.

