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ARIZONA SUPREME COURT
STATE OF ARIZONA

IN THE MATTER OF:	)	Supreme Court No. R-24-0024
	)	
Petition to Amend Rule 5(d)	)	Comments in Opposition to
Of the Rules of Procedure for	)	Petition to Amend Rule 5(d) of the
Rules of Procedure for	)	Rules of Procedure for Eviction
Eviction Action	)	Actions

Commenting party, Hull, Holliday & Holliday, PLC, hereby opposes the Petition to Amend Rule 5(d) of the rules of Procedure for Eviction Actions (“RPEA”) filed by Community Legal Services (“CLS”), DNA People’s Legal Services (“DNA”), and Southern Arizona Legal Aid (“SALA”) (collectively “Legal Services”) and the William E. Morris Institute for Justice (“MIJ”) on or about January 10, 2024.

The proposed rule change would alter the date upon which a landlord can file an eviction complaint for non-payment of rent for properties that are covered under the Keeping American Workers Paid and Employed Act, 15 U.S.C. §9058 subpart A, Coronavirus Economic Stabilization, <https://www.law.cornell.edu/uscode/text/15/9058> a.k.a. the CARES Act, from five (5) calendar days after the tenant receives a notice for non-payment of rent to thirty (30) calendar days after the tenant receives that notice. Nothing in federal law requires this change in Arizona law or procedure, and there is no reasonable basis for it.

Petitioner’s proposal would also require landlords to provide written notification, with (unidentified specifics) as to whether a property is a covered property under 15 U.S.C. §9058.

Neither of these changes are either necessary or desirable under the Rules of Procedure for Evictions, nor are either of them required or contemplated by any federal or state statute.

The practical effect of these proposed changes is that tenants will be evicted with a higher debt load than currently exists and landlords will be out of pocket for at least two months’ rent instead of one.

1. Rule 5(d) should not be changed to require that landlords provide a Thirty-Day notice before the filing of an eviction complaint for non-payment of rent.

Nothing in the CARES Act requires landlords to provide thirty (30) days’ notice to tenants before they can file an eviction complaint for non-payment of rent. Petitioners’ assertion to the contrary misstates the law and improperly conflates the requirements of 15 U.S.C. §§9058(b)(1) and 9058(c)(1).

A. Legislative and Judicial History

The CARES Act, Public Law 116-136, was enacted on March 27, 2020. It prohibited landlords from evicting tenants for non-payment of rent in certain federally backed housing for one hundred twenty (120) days from the March 27, 2020 enactment. This was codified in the 15 U.S.C. §9058.

That statute created a moratorium on evictions for tenants who resided in “covered properties,” including properties supported or assisted by the Federal Housing Administration, Veterans Administration, Fannie Mae, Freddie Mac, and the USDA. See, <https://www.federalregister.gov/documents/2021/08/06/2021-16945/temporary-halt-in-residential-evictions-in-communities-with-substantial-or-high-transmission-of>.

In pertinent part, 15 U.S.C. §9058 said:

(b) **Moratorium.** During the 120-day period beginning on March 27, 2020, the lessor of a [covered dwelling](#) may not—

(1) make, or cause to be made, any filing with the court of jurisdiction to initiate a legal action to recover possession of the [covered dwelling](#) from the tenant for nonpayment of rent or other fees or charges; or

(2) charge fees, penalties, or other charges to the tenant related to such nonpayment of rent.

(c) **Notice.** The lessor of a [covered dwelling](#) unit—

(1) may not require the tenant to vacate the [covered dwelling](#) unit before the date that is 30 days after the date on which the lessor provides the tenant with a notice to vacate; and

(2) may not issue a notice to vacate under paragraph (1) until after the expiration of the period described in subsection (b).

On September 4, 2020, the CDC Director issued an Order temporarily halting many evictions in the United States as a response to the Coronavirus pandemic. That order stated:

Therefore, under [42 CFR 70.2](#), subject to the limitations under the “Applicability” section, a landlord, owner of a residential property, or other person with a legal right to pursue eviction or possessory action shall not evict any covered person from any residential property in any State or U.S. territory in which there are documented cases of COVID-19 that provides a level of public-health protections below the requirements listed in this Order.

. On October 7, 2020, the Department of Justice filed a memorandum in response to a case filed in federal district court opposing the CDC Order. In it, the Justice Department took the following position on the CDC’s order:

[E]ven where a tenant is entitled to its protections, the order does not bar a landlord from commencing a state court eviction proceeding, provided that the actual eviction does not occur while the order remains in place¹.

The CDC subsequently issued guidance agreeing with the Justice Department, stating:

¹ Defendant’s Memorandum in Opposition to Plaintiffs Motion for Preliminary Injunction at 42, *Brown v Azar*, 497 F. Supp. 3d 1270 (N. D. Ga. 2020)(No. 20-CV-3720)(citations omitted).

1 The order is not intended to terminate or suspend the operations of any state or
2 local court. Nor is it intended to prevent landlords from starting eviction
3 proceedings, provided that the actual eviction of a covered person for
4 nonpayment of rent does NOT take place during the period of the Order.”²

5 The CDC Order was originally set to expire on December 31, 2020, subject to further
6 extension, modification, or rescission. Section 502 of Title V, Division N of the Consolidated
7 Appropriations Act, 2021 extended the Order until January 31, 2021, and approved the Order
8 as an exercise of the CDC's authority under Section 361 of the Public Health Service Act (42
9 U.S.C. 264).

10 With the extension of the CDC Order, Congress also provided \$25 billion for emergency
11 rental assistance for the payment of rent and rental arrears. Congress later provided an
12 additional \$21.55 billion in emergency rental assistance when it passed the American Rescue
13 Plan. In approving these allocations, Congress recognized the hardship that landlords would
14 face by allowing non-rent-paying tenants to remain in their homes during the pandemic, and
15 attempted to ameliorate that hardship by reimbursing the landlord for that lost rent. That
16 funding has now expired.

17 The Order was then extended multiple times due to the changing public health landscape
18 and was set to expire on July 31, 2021, after what was then intended to be its final extension.
19 Nevertheless, the CDC extended it again until October 2021.

20 In a well-known turn of events that impacted the entire nation, the United States
21 Supreme Court in *Ala. Ass'n of Realtors v. Dep't of Health & Human Servs.*, 141 S.Ct. 2485
22 (2021) struck down the CDC Order in August 2021, holding that the Centers for Disease
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27 ² HHS/CDC Temporary Halt in Residential Evictions to Prevent the Further Spread of COVID-19. Frequently Asked
Questions, HUD, <https://www.hud.gov/sites/dfiles/Main/documents/EvictionMoratoriumOrderFAQs.pdf> (last visited Mar. 1
2022).

Control had exceeded its authority when it issued a moratorium halting evictions for certain tenants who resided in properties whose mortgages were insured by certain federal agencies.

Once that moratorium ended, landlords were free to evict non-paying tenants in covered dwellings as long as they complied with §9058(c), which required thirty (30) days between the date of the notice and the date that the tenant is required to vacate.

Petitioner’s argument for the rule change conflates the provision of §9058(b)(1) that prevents a landlord from “*mak[ing], or caus[ing] to be made*, any filing with the court of jurisdiction *to initiate* a legal action to recover possession of the covered dwelling from the tenant for nonpayment of rent or other fees or charges,” with 9058(c)(1) that prohibits a landlord from “requir[ing] a tenant to vacate the covered dwelling unit before the date that is 30 days after the date on which the lessor provides the tenant with a notice to vacate.” The former provision clearly applied only to the situation when the eviction moratorium was in effect. As evidenced by 9058(c)(1) the only legal requirement at this time is that the tenant has thirty (30) days from the date that he/she receives the notice until a writ of restitution can be issued. 15 U.S.C. §9058(c)(1), which appears to be the basis for Petitioner’s request for this rule amendment, has never contained language limiting when an eviction complaint may be filed.

B. 15 U.S.C. Does Not Prohibit a Landlord From Filing An Eviction After Notice Has Been Served and Before the Thirty Day “Vacate” Date Occurs.

Petitioner’s contention that “the plain and unambiguous language of the CARES Act, 15 U.S.C. §9058(c)” requires a landlord to provide thirty (30) days’ notice before an eviction complaint can be filed is at best a misreading of the statutory language. Nothing in 15 U.S.C. §9058(c) requires a landlord to wait thirty (30) days before *filing* an eviction complaint; at most

1 it requires only that landlords of covered properties not seek a writ date in non-pay cases until
2 thirty (30) days after the non-pay notice is served.

3 Although Respondent recognizes that there have been two (2) recent Superior Court
4 appellate rulings to the contrary, it is Respondent's belief that the briefs supplied in previous
5 litigation by other parties did not fully and completely contain legal arguments that addressed
6 whether a landlord under a CARES covered property is required to issue a 30 day non-pay
7 notice (versus the state authorized 5 day non-pay notice) and then wait 30 days before the filing
8 of an eviction action. Additionally, it is believed that the Pima appellate judge's unpublished
9 opinion did not correctly interpret an issue that this Supreme Court has already provided
10 guidance on. Respondent urges the Court to deny this Petition that would codify those rulings.

13 As 15 U.S.C. §9058(b) no longer prohibits a landlord from "making, or causing to be
14 made, any filing with the court of jurisdiction" a civil action to retake possession when a tenant
15 has failed to pay rent, the only real issue is whether the prohibition that a landlord "may not
16 require the tenant to vacate" without first serving a thirty (30) day notice means the same thing
17 as "making, or causing to be made, any filing with the court of jurisdiction" without first serving
18 a thirty (30) day notice.

21 The fact that Congress did not use that same or even similar language in the current
22 version of 15 U.S.C. § 9058(c) indicates that Congress did not intend to prohibit courts from
23 hearing eviction cases involving covered properties during the thirty (30) day notice period, as
24 long as the tenant was not required to vacate the unit sooner than thirty (30) days after the
25 notice was served. The intent was to affect the remedy, not the landlord's right to bring a case
26 to court under state law. Perhaps the Justice Department's recognition of the limitation of
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1 federal power to dictate state court proceedings in the CDC order litigation was considered. In
2 interpreting the CDC order, the Justice Department certainly equate “evict” with the actual
3 removal of the resident, not with the filing of the action.

4 As neither 15 U.S.C. §9058 nor any other provision of the *Keeping American Workers*
5 *Paid and Employed Act, 15 U.S.C. §9000, subpart A, Coronavirus Economic Stabilization,*
6 defines the term “vacate,” and there is no legislative history suggesting that a landlord must
7 wait a specific amount of time before filing an eviction complaint, courts must interpret the
8 term by reference to its common usage. *See, Sun City Grand v. Maricopa County*, 164 P.3rd
9 679, 216 Ariz. 173 (Ariz.App. 2007); and *North Valley Emergency Specialists v. Santana*,
10 Arizona Supreme Court No. CV-03-0279-PR (AZ 7/14/2004), which held:
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13 A statute’s language is "the best and most reliable index of a statute's meaning."
14 *State v. Williams*, 175 Ariz. 98, 100, 854 P.2d 131, 133 (1993) (quoting *Janson*
15 *v. Christensen*, 167 Ariz. 470, 471, 808 P.2d 1222, 1223 (1991)). In addition,
16 "[i]f the language is clear, the court must `apply it without resorting to other
17 methods of statutory interpretation,' unless application of the plain meaning
18 would lead to impossible or absurd results." *Bilke v. State*, 206 Ariz. 462, 464, ¶
19 11, 80 P.3d 269, 271 (2003) (quoting *Hayes v. Cont'l Ins. Co.*, 178 Ariz. 264,
20 268, 872 P.2d 668, 672 (1994)).

21 Arizona has codified this standard at A.R.S. §1-213, which says:

22 Words and phrases shall be construed according to the common and approved
23 use of the language. Technical words and phrases and those which have acquired
24 a peculiar and appropriate meaning in the law shall be construed according to
25 such peculiar and appropriate meaning.

26 As set out above, a thorough review of the *Keeping American Workers Paid and*
27 *Employed Act, 15 U.S.C. §9000, subpart A, Coronavirus Economic Stabilization*, contains no
definition for the word “vacate,” nor is there any legislative history suggesting that Congress
intended to apply anything other than the common meaning of that word. Under these

1 circumstances, the dictionary definition of the word “vacate” is determinative in interpreting
2 Congress’s intent when it enacted 15 U.S.C. §9058(c).

3 Dictionary.com defines “vacate” to mean “to give up possession or occupancy of,” or
4 “to withdraw from occupancy, surrender possession,”
5 <https://www.dictionary.com/browse/vacate>; the Cambridge English dictionary defines it
6 “to leave a room, building, chair, etc. so that it is available for other people”
7 <https://dictionary.cambridge.org/us/dictionary/english/vacate>; the Britannica dictionary says it
8 means “to leave (a seat, hotel room, etc.),” <https://www.britannica.com/dictionary/vacate>.
9 Counsel was unable to find even one dictionary that defined the term “vacate” to mean file an
10 eviction, have a court proceeding, or anything even close to that.
11
12

13 As no dictionary definition even hints at the interpretation that Petitioner seeks to apply
14 to the term “vacate,” and there is no statutory history or official interpretation of that word, it
15 follows that the only requirement of 15 U.S.C. §9058(c) is to allow the resident in a covered
16 property to remain on the premises for thirty (30) days after the landlord has served the tenant
17 with a Notice for Non-Payment of Rent. That is all that it means.
18

19 Petitioner’s argument not only misstates the requirements of §9058(c), but it also
20 conflates the requirements for forcible and special detainers.
21

22 In Arizona, forcible detainers and special detainers are treated differently and the
23 legislature purposely chose the verbiage in each of those Acts. Forcible detainers in the context
24 of a landlord/tenant relationship are governed by Title 33-Chapter 3. When a tenant subject to
25 these statutes fails to pay, or neglects or refuses to pay rent when due for more than five (5)
26 days, the landlord is not obligated to issue any notice of that breach unless the parties
27

specifically agree to the issuance of that curable notice. Instead, A.R.S. §33-361 permits the landlord to enter the premises and take possession without any formal demand and without filing an eviction action or, they may commence an action for the recovery of possession pursuant to Title 12, Chapter 8. A landlord or property owner may also commence a forcible detainer under Title 12, Chapter 8 in situations where there is not a traditional landlord/tenant relationship, such as following a Trustee's Sale or Tax Lien Sale. These types of Title 12 evictions also require a strict notice to vacate.

However, each of the special detainer Acts (the ARLTA-residential, MHPRLTA-mobile home park, and the ARVLRSA-long term RV space) require the landlord to provide the tenant with a written curable notice that demands payment and notifies the tenant that an eviction action may be filed that will then require them to vacate. Commonly called a Notice to Pay or Quit, these types of notices are not demands to vacate but provide the tenant with the opportunity to cure that breach. Specifically, A.R.S. 33-1368(B) states:

If rent is unpaid when due and the tenant fails to pay rent within five days after written notice by the landlord of nonpayment and the landlord's intention to terminate the rental agreement if the rent is not paid within that period of time, the landlord may terminate the rental agreement by filing a special detainer action pursuant to section 33-1377. Before the filing of a special detainer action the rental agreement shall be reinstated if the tenant tenders all past due and unpaid periodic rent and a reasonable late fee set forth in a written rental agreement. After a special detainer action is filed the rental agreement is reinstated only if the tenant pays all past due rent, reasonable late fees set forth in a written rental agreement, attorney fees and court costs.

A non-pay eviction is curable as a matter of right up until judgment is entered.

In fact, almost all of the breaches and remedies listed in each of the Landlord/Tenant Acts require a curable notice to perform, not a notice to vacate. The few provisions that are indeed demands for the tenant to vacate are all non-curable breaches. Those provisions govern

1 termination of the lease due to criminal or other material and irreparable acts, material
2 falsification of the application, etc. None of these non-curable breaches fall within the purview
3 of 15 U.S.C. §9058 which deals only with non-pay cases. Each of these examples clearly prove
4 that Arizona is a right to cure state for most issues that are governed by the special detainer
5 statutes. As such, the non-payment of rent notice cannot be construed as a “vacate” notice.
6

7 It is clear from the plain language of that CARES Act that Congress understood the
8 difference between actions that legally require the tenant to vacate the premises versus the filing
9 of a legal action to cause the removal of the tenant. As noted, in an Arizona residential
10 nonpayment of rent case, the landlord must first provide the tenant with a written notice to cure
11 the rental obligation. If the tenant fails to cure that breach, the landlord cannot lock out the
12 tenant because this matter is governed by special detainer statutes. The Arizona residential
13 landlord must file an action in court and receive a court order that then “requires the tenant to
14 vacate the premises.” That order, and not the non-pay notice, must not require the tenant to
15 vacate the dwelling less than thirty days after the service of the curable non-pay notice.
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18 **C. 15 U.S.C. §9058(c) Does Not Preempt Arizona Landlord and Tenant Laws or the**
19 **Arizona Rules of Procedure for Eviction Actions.**

20 Contrary to Petitioner’s argument, 15 U.S.C. §9058(c) does not preempt state law and
21 does not make state laws concerning pay-or-vacate notice periods “irreconcilable with the
22 minimum 30-day notice required by the CARES Act.”
23

24 A close reading of 15 U.S.C. §9058(c) does not show any conflict between the
25 requirement that tenants (1) not be required to vacate sooner than thirty (30) days after a notice
26 is given, and (2) AO 2022-14 that directs Arizona courts to extend writs in properties covered
27 under 15 U.S.C. §9058(c) so that tenants are not required to “vacate” sooner than thirty (30)

1 days after a notice is served on them. *See also*, Rule 4(f), RPEA (“The parties shall comply
2 with all federal and state laws and regulations governing subsidized rent.”)

3 Because the RPEA already requires Arizona courts to comply with federal law regarding
4 subsidized rent, there is no preemption issue here. What some have described as a preemption
5 issue is really only a dispute regarding the meaning of the word “vacate” in 15 U.S.C. §9058(c).
6 As Congress failed to carry over the requirements formerly found in 15 U.S.C. §9058(b) that
7 precluded a landlord from filing an eviction complaint until after the moratorium and a thirty
8 (30) day notice had expired, Defendant’s contention that federal law supersedes Arizona
9 landlord and tenant laws is without merit.
10

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12 Even if the federal rule and state law could not be harmonized, any assertion that 15
13 U.S.C. §9058(c) preempts Arizona law is erroneous. The United States Constitution provides
14 that federal law “is the supreme Law of the Land,” notwithstanding any state law to the
15 contrary. Under this standard, when federal laws clash with state laws the federal law usually
16 prevails.
17

18 The Supreme Court has identified two general types of preemption. First, federal law
19 will expressly preempt state law when the federal statute or regulation contains explicit
20 preemptive language. *Gade v. Nat’l Solid Wastes Mgmt Assn*, 405 U.S. 88, 98 (1992). Federal
21 law can also impliedly preempt state law when (1) its structure and purpose implicitly reflect
22 Congress’ preemptive intent, *see, Arizona v. United States*, 567 U.S. 387, 399 (2012)
23 (Congress’s intent to displace state law altogether can be inferred from a framework of
24 regulation so pervasive . . . that Congress left no room for the States’ to supplement it or where
25 there is a federal interest. . . so dominant that the federal system will be assumed to preclude
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1 enforcement of state laws on the same subject.) and (2) when compliance with both federal and
2 state regulations is impossible.

3 The Supreme Court has also employed a canon of construction called the “presumption
4 against preemption,” which instructs that federal law should not be read to preempt laws
5 involving a state’s historic police powers unless that was the clear and manifest purpose of
6 Congress. *See, Rice v. Santa Fe Elevator Corp.*, 331 U.S. 218, 230 (1947); *Wyeth v. Levine*,
7 555 U.S. 555,556 (2009) (In all preemption cases, and particularly those in which Congress has
8 legislated . . . in a field which the States have traditionally occupied, we start with the
9 assumption that the historic police powers of the States were not be superseded by the Federal
10 Act unless that was the clear and manifest purpose of Congress.) ; *NY State Conf. of Blue Cross*
11 *& Blue Shield Plans v. Travelers Ins. Co.*, 514 US 645, 654 (1995) (“We have never assumed
12 lightly that Congress has derogated state regulation, but instead have addressed claims of pre-
13 emption with the starting presumption that Congress does not intend to supplant state law”).
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17 Eviction law is one obvious area that involves the historic police powers of the state.
18 Nobody can point to any federal laws or regulations in which the federal government has
19 attempted to regulate a state’s rights and powers involving the removal, by eviction, of tenants
20 who have failed to comply with their leases.
21

22 In fact, the legislative history of 15 U.S.C. §9058(c) reveals no intention of preemption.³
23 The statute was first introduced to Congress in 2019. The stated summary of the final bill in
24 the relevant portion simply states that: “Tenants in specified federally backed housing (e.g.,
25 federally subsidized housing, rural voucher-program housing, and housing financed through
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³ <https://www.congress.gov/bill/116th-congress/house-bill/748/summary/55>

1 federally backed mortgages) may not be evicted for 120 days beginning on the date of
2 enactment of this subtitle. A lessor that serves an eviction notice after this time period must
3 provide the tenant with 30 days to vacate. Furthermore, during the 120-day moratorium, tenants
4 may not be charged late fees, penalties, or other charges for nonpayment of rent.” Nowhere in
5 this summary is the intent expressed for Congress to avert state law and establish a role in an
6 area that has been traditionally only a matter of state concern. Nowhere is the intent expressed
7 for anything other than creating a short-term eviction moratorium to deal with a (now past)
8 nationwide public health epidemic. Congress’s authority to do this lay only within their role
9 as a party to thousands and thousands of federally backed mortgages and as administrator of
10 HUD backed properties. In the case of those “covered properties” as a result of their mortgage
11 contracts, the bill at most unilaterally modified those mortgage contracts to such an extent that
12 the individual states overseeing evictions needed to adapt their proceedings to ensure they were
13 not inadvertently permitting landlords to violate the terms of their mortgage contracts with the
14 federal government.
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18 Even when Congress and federal agencies have created legal standards for the creation
19 and enforcement of public housing and other federally subsidized housing, the procedures for
20 removing tenants by means of eviction have been left to the state in which the subsidized
21 housing exists. *See, e.g.* HUD Occupancy Handbook,
22 https://www.hud.gov/program_offices/administration/hudclips/handbooks/hsgb/4350.3,
23 Chapter 8, section 8-13(B) (“When terminating tenancy for material noncompliance, the time
24 of service of the termination notice must be in accordance with the lease and state law”. . . .”In
25 the case of the tenant’s nonpayment of rent, the notice must include the dollar amount of the
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1 balance due on the rent account and the date of such computation.” . . “The manner of service
2 will be in accordance with the provisions of state and local laws.” . . “An owner must not evict
3 any tenant except by judicial action pursuant to state and local laws.”)

4 Any argument that 15 U.S.C. §9058(c) automatically preempts state eviction laws
5 ignores other well established federal law that treats landlord and tenant matters as solely within
6 the purview of the state’s police powers. Because Petitioners appear to base their argument at
7 least in part on its mistaken belief that federal law always supersedes state law and their tenant
8 advocacy in Arizona has continued to make that same bare assertion, their argument is
9 incompatible with both Arizona and federal law.
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11

12 **2. Rule 5(d) should not be amended to require landlords to provide a declaration**
13 **allowing the tenant to remain for thirty-days after receipt of the notice or a complete**
14 **statement of facts to verify compliance with the CARES Act.**

15 The second part of Petitioner’s request to modify RPEA 5(d) is to require landlords of
16 properties covered under 15 U.S.C. §9058 to provide a clear and bolded notice advising tenants
17 of the requirements of 15 U.S.C. §9058(c)(1) including “a complete statement of facts to verify
18 compliance with the CARES Act or the inapplicability of the CARES Act to the dwelling unit
19 in the eviction action.”
20

21 Petitioners fail to identify precisely what kind of information would be included in this
22 notice and how it would allow a non-paying tenant to defend him/herself at the non-pay
23 hearing.

24 Arizona judges already require plaintiffs in non-pay cases to advise the court as to
25 whether the property is covered by the CARES Act and this information is provided either
26 under oath (in the case of a non-represented landlord) or by an attorney who is under an
27 obligation to be truthful in his/her dealings with the court. When a plaintiff notifies the court

1 that the property is a covered property under the CARES Act, judges then inquire as to the date
2 the non-pay notice was served and adjust the writ date so that the tenant has thirty (30) days
3 from the date that the notice was received before the tenant can be required to vacate.

4 The purpose of RPEA 5(d) is to give the tenant sufficient information so that he/she can
5 raise a defense to a landlord's claims. To do so, the tenant needs a copy of his/her lease, any
6 addenda, the ledger showing what payments have been received and how they were credited,
7 and must be notified of the tenant's right to reinstate the lease prior to the court hearing if all
8 amounts sought are paid in full.
9

10 It is unclear from Petitioners' request here as to how having information as to whether
11 the property falls under the CARES Act, and how or why it does so, will do anything more than
12 confuse most tenants, raise unrealistic expectations, and (depending on what information is
13 required to verify the landlord's status) harass landlords. As the court already has practices in
14 place that concern CARES Act coverage, there is nothing in Petitioner's request that will
15 benefit any tenants as they prepare for their court hearings.
16
17

18 **Conclusion**

19 Petition R-24-0024 and the proposed rule change should be denied because Petition R-
20 24-0024 misstates the requirements of the CARES Act as it affects evictions for non-payment
21 of rent in Arizona. Petitioners' arguments misrepresent the requirements of U.S.C. §9058(c) as
22 it concerns the eviction process in Arizona. Petitioner's further request for an amendment to
23 RPEA 5(d) lacks specificity and fails to demonstrate how the generalized information that
24 Petitioners ask the Court to require will give tenants any greater rights or protections than those
25 that already exist.
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1 RESPECTFULLY SUBMITTED this 30th day of April, 2024.

2 Hull, Holliday & Holliday PLC

3 By: /s/ Denise Holliday, 017275

4 Commenting Party