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Hon. Lawrence F. Winthrop
1501 W. Washington, Suite 410
Phoenix, Arizona 85007

IN THE SUPREME COURT
STATE OF ARIZONA

PETITION TO AMEND RULES
5(a), 5(b)(6), 5(b)(7) AND ADD RULES
13(h) AND 20, OF THE RULES OF
PROCEDURE FOR EVICTION
ACTIONS

Supreme Court No. R-16-0040

**Reply to Comments to Petition to
Amend Rules 5(a), 5(b)(6), 5(b)(7)
and add Rules 13(h) and 20 of the
Rules of Procedure for Eviction
Actions**

Pursuant to Rule 28 of the Arizona Rules of the Supreme Court, the Arizona Commission on Access to Justice (Commission), submits this reply to comments submitted in response to the petition to amend Rules 5(a), 5(b)(6), 5(b)(7), and to add Rules 13(h) and 20, of the Arizona Rules of Procedure for Eviction Actions filed on July 6, 2016. If adopted, these rules would require litigants to use court-approved eviction action forms and notices, and authorize the Administrative Director of the Administrative Office of the Courts (AOC) to approve and modify eviction action forms in response to changes in state laws or procedures, to make other necessary amendments or technical corrections, and to add or delete eviction action forms as may be appropriate.

The comment period ended on September 23, 2016. There are a total of nine comments submitted, three in full support and six objections. The commenters that fully support R-16-0040 are the Arizona Community Action Association (ACAA), Community Legal Services (CLS), and the William E. Morris Institute for Justice (Institute). Objections to the petition came from professional trade organizations, Realtor/investor associations, a landlord/tenant attorney association, law firms specializing in landlord and tenant law, and a justice of the peace.¹

The objections to the Commission’s proposed rules and notice/form changes focus on several areas, which erroneously assert that:

¹ Judge Gerald Williams; Law Offices of Scott M. Clark, P.C.; Hull, Holliday & Holliday, PLC; Arizona Association of REALTORS®; Arizona Multihousing Association; Manufactured Housing Communities of Arizona and Michael A. Parham; and Arizona Real Estate Investors Association.

- 1 1. The proposed rule exceeds the authority of the Supreme Court under the Arizona
2 Constitution and applicable statutes.
- 3 2. Mandating the use of notices and forms deprives Arizona Realtors and their clients of the
4 right to use established and proven forms.
- 5 3. “Full participation” by all parties to the working group is a falsehood and the now-
6 complaining participants of the working group were victimized by an unfair process.
- 7 4. The proposed notices and forms are legally deficient, confusing, and misleading.

8 In support of the petition, the Commission replies as follows:

9
10 **I. The proposed rule does not exceed the authority of the Supreme Court under the
11 Arizona Constitution and applicable statutes.**

12 **A. Arizona Revised Statutes § 33-1301 *et seq.* (Arizona Residential
13 Landlord and Tenant Act) have not been abridged, enlarged or modified in
14 whole or in part.**

15 Commenter Michael A. Parham, page 3, claims “Nothing in ARS § 12-109(A)
16 can even remotely be interpreted to authorize (1) the Supreme Court to dictate to
17 landlords the forms of default notices given to their customers—their tenants; and (2) to
18 require inclusion of information in Court mandated forms not required by relevant
19 statutes.”

20 Insuring due process concerning the quality and content of notice to a tenant
21 facing eviction is squarely within the mission and authority of the judicial branch.
22 Further, the Supreme Court is without question authorized to “...regulate the pleadings,
23 practice and procedures in judicial proceedings in all courts of the state for the purposes
24 of simplifying...and promoting speedy determinations of litigation...” See ARS § 12-109
25 (A)... In that regard, direction to a litigant in an eviction action is procedural in nature and
26 falls within Article 6 Section 5(5) of the Arizona Constitution, which gives the Supreme
27 Court the “power to make rules relative to all procedural matters in any court.” The
28 procedural law prescribes the method by which a substantive law is enforced or made
effective. Here, substantive rights created by statute, specifically, ARS § 33-1301 *et seq.*
(Arizona Residential Landlord and Tenant Act) have not been abridged, enlarged or

1 modified in whole or in part. A litigant-landlord, in this instance, is instructed to use a
2 form of default notice that discloses to the tenant, in plain language, the basis for the
3 eviction action, and that decisions need to be made in a timely manner to preserve or
4 exercise their rights.

5 **B. The court has not engaged and does not intend to engage in the**
6 **business of manufacturing, processing, publishing, distributing, and selling**
7 **proprietary-type forms.**

8 Commenter Parham, Page 8, asserts the proposal violates ARS § 41-2752 (A) and
9 (B) by pre-empting to the government (the courts) the publication of landlord tenant
10 notice forms now published and sold by trade associations, private publishers and law
11 firms.

12 By way of self-help centers and, most recently, virtual resource centers and
13 webpages, court have for decades provided a wide range of legal forms, instructions, and
14 entire form packages to assist self-represented litigants navigate through family law
15 cases, probate matters, civil matters, small claims, and even eviction actions.

16 These services are provided to make accessible to every litigant fair, accurate, and
17 informative notices and forms. New Rule 20 proposes the court, “upon a showing of good
18 cause and in the interest of justice in a particular case,” may permit use of a form other
19 than the approved form if the court finds the alternative form to be consistent with law as
20 reflected in the approved form. Nothing in the rule prohibits for-profit businesses from
21 continuing to market and sell their own notices and forms, provided the forms use the
22 language approved by the Supreme Court. See Appendix B.

23 **II. Mandating the use of default notices and forms advances litigants’ rights and**
24 **enhances due process by delivering critical information in an easy to understand**
25 **format.**

26 **A. The court has not engaged and does not intend to engage in the “business” of**
27 **manufacturing, processing, publishing, distributing, and selling proprietary-**
28 **type forms.**

Requiring the use of forms, worksheets, associated schedules, and instructions is
not without precedence. In 2012, the Supreme Court issued Administrative Order No.
2012-62, which implemented amendments to Rule 38, Arizona Rules of Probate

1 Procedure. The administrative order approved amendments to existing forms and
2 adoption of new forms to be used by conservators. As noted in the preamble of the
3 Arizona Rules of Probate Procedure:

4 “These rules apply to probate proceedings brought under Arizona
5 Revised Statutes (“A.R.S.”) Title 14 and to proceedings to challenge or
6 enforce the decision of one authorized to make health care decisions for
7 a patient. *They are designed to establish uniform practice and
8 statewide standards for such proceedings in the superior court, to
9 promote the prompt, efficient, and fair administration of such
10 proceedings, and to supplement the statutes and rules of civil
11 procedure, not to replace them.* (Emphasis in italics and bold added.)

12 Thus, practitioners and unrepresented persons should be able to
13 participate in probate proceedings in any part of the state by referencing
14 these rules, the applicable statutes, and the rules of civil procedure,
15 without having to tailor procedures and forms to comply with differing
16 local probate practices or rules.”

17 **B. The ACAJ was directed by Administrative Order No. 2014-83 to
18 make recommendations on assisting self-represented litigants and
19 revising court rules and practices to facilitate access and the efficient
20 processing of eviction cases.**

21 Approximately 7,000 eviction actions are filed *monthly* in Arizona,
22 and most, if not all of the tenants, are self-represented. Some landlords are
23 also self-represented; however, according to one study in Maricopa
24 County, 87% of landlords are represented by legal counsel and less than
25 20% come to court.² Currently, prospective tenant-litigants receive legal
26 notices that are replete with legalese and confusing terminology. Many
27 tenants do not understand that landlords have the right to make demands
28 based on the tenant’s non-compliance. Furthermore, the currently-used
29 notices and forms are not in a plain and readable format, so tenants often
30 fail to realize that they are required by law to respond or to comply in a
31 timely manner. All members of the ACAJ workgroup, including some of
32 those who filed objections, agreed at the outset that these notices and
33 forms could be substantially improved to the collective benefit of all
34 litigants.

² William E. Morris Institute for Justice, “*Injustice in No Time—The Experience of Tenants in Maricopa County Justice Courts*” (June 2005)

1 The Commission supports the Judiciary’s Strategic Agenda,
2 Advancing Justice Together, Goal 1, which states: “Arizonans look to our
3 courts to protect their rights and to resolve disputes fairly and efficiently.
4 To serve these ends, Arizona’s judicial branch must work to ensure that all
5 individuals have effective access to justice. This goal is advanced not only
6 by examining legal representation for moderate and low-income persons,
7 but also **by helping self-represented litigants and others navigate the
8 judicial process.**” (Emphasis added.)

9 However, some commenters appear more concerned that
10 mandating these notices and forms will decrease the need for and use of
11 attorneys. Commenter Scott Drucker, Arizona Association of Realtors®
12 (AAR), Page 3, states “AAR is concerned that the formation and required
13 use of a standard eviction action complaint and summons will decrease the
14 use of attorneys.” This hypothetical result is not our specific intent, nor is
15 it our concern.

16 The notion of accessing fair and equal justice supports the
17 promotion of uniformity in easy to understand legal notices and forms,
18 which will promote greater judicial efficiencies, and will assist litigants to
19 understand the judicial process. Evictions can be a life-changing event —
20 the loss of housing for the litigant’s family, which may in turn affect
21 employment, availability of health care -- and could also possibly lead to
22 transient or even chronic homelessness. Requiring the use of notice and
23 forms that are readable, understandable, and provide meaningful access to
24 information about the legal process far outweighs the illusory potential
25 that fewer attorneys will be needed or used.

26 **III. Commenters claim that “full participation” by all parties to the working group is a
27 falsehood and the participants of the working group were victimized by an unfair
28 process. This claim is unfounded.**

 The petition (R-16-0040 Pages 2-3) outlines the background and purpose of the
proposed rule amendment, and identifies the workgroup members, which included both
tenant and landlord attorneys. All of these participants have extensive expertise in
landlord-tenant matters, and were an entirely appropriate group to utilize to create forms

1 for use on a statewide basis. This was, without question, an inclusive process, seeking
2 input and suggestions from both legal aid providers and from the housing industry. Those
3 representatives had equal numbers in the work group. As previously noted, all sides
4 agreed the existing notices and forms could be improved on, and the final result was
5 fairly negotiated, drafted and voted on.

6 The issue of whether to make the use of these notices and forms mandatory was
7 not specifically raised during the work group meetings. However, recognizing that during
8 the next year another 84,000 eviction actions would likely be filed, at the May 18, 2016
9 ACAJ meeting, a motion was made and unanimously passed by the Commission as a
10 whole to approve the filing of a rule change petition asking the Supreme Court to require
11 the use of Supreme Court approved forms and notices for eviction actions.³

12 The ACAJ members believe that in order to insure the delivery of correct and
13 meaningful information to both the landlord and the tenant, and to fully implement
14 procedural due process and effective access to our judicial system, the use of these
15 notices and forms, as jointly drafted and negotiated by both sides, should be mandatory.

16 **IV. Commenters claim the proposed notices and forms are legally deficient, confusing,**
17 **and misleading. The ACAJ continues to welcome input from the industry and**
18 **individuals in order to revise notices and forms that provide accurate and useful**
19 **information.**

20 The Commission carefully reviewed and considered all comments received in response to
21 the petition. Based on that feedback, the Commission is recommending further changes to
22 the forms and rules. The additional changes are recommended in order to provide
23 clarification and more information as recommended in the comments. Other suggested
24 changes regarding usability and formatting issues are arguably a user-preference and
25 don't speak to the legal sufficiency of the forms. Therefore, these types of changes were
26 not incorporated. Below is a summary of changes that are recommended by the
27 Commission. (See Appendix A and B for amendments to the proposed rules and forms.)

28 ³ During the vetting process, the Committee on Limited Jurisdiction Courts (LJC) discussed this issue.
The LJC committee unanimously approved the forms, and suggested that the Court consider adopting
these as "model" forms, to be used for a year before deciding to mandate their use.

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A. Summons Form

1. In the Summons, revise Section 4 to read “If you have a statutory basis to file a counterclaim, which is limited to damages resulting from the landlord’s breach of the lease or violation of the Residential Landlord Tenant Act, it must be in writing and served upon the opposing party. ARS § 33-1365.”

B. Complaint Form

1. Removed the commercial and mobile home eviction actions checkbox options.
2. Section 6 was modified to include a new section entitled “Other fees, charges or damages (as authorized by law).”
3. Section 6 was modified to expand “Other” to “Other allegations of damages.”
4. Under claims being made by Plaintiff, expanded “Other” to “Other allegations of damages.”

C. 5 Day Notice and 10 Day Notice Forms

1. Incorporated recommended title changes to 5 and 10 Day Notices, where appropriate. Amended title changes include:
 - Notice for Failure to Pay Rent / 5 Day Notice to Pay Rent
 - Notice of Health and Safety Violations / 5 Day Notice to Comply (Fix or Correct Problem)
 - Notice of Material Breach / 10 Day Notice to Comply (Fix or correct problem)
2. Incorporated a statement into each notice that informs a tenant that after an eviction action is filed, and in order to reinstate the lease, they may be required to pay damages, attorney fees, and court costs.
3. Incorporated a statement in the Notice for Failure to Pay Rent / 5 Day Notice to Pay Rent that informs a tenant that the deposit may not be used for rent.

D. Judgment Form

1. Incorporated space for attorney information to be inserted pursuant to Rule 5(B)(3).
2. Added in parenthesis the terms “dwelling unit or premises” to clarify that the

1 plain language term of “rental” has a legal meaning.

- 2 3. Revised the plain language statutory warning to the meet the legal requirements of
3 ARS § 12-1178(D).
- 4 4. Added “Other fees, charges or damages” as “3.” In the § ordering monetary
5 judgment to plaintiff.

6 **E. Rule Changes**

- 7 1. Rule 5(a): Added changes to clarify that the rule is not intended for use in eviction
8 actions following a trustee’s sale or mortgage foreclosure. This is in addition to
9 removing the check boxes on the complaint form to address concerns raised by
10 the Committee on Superior Court and others.
- 11 2. Rule 20(a): In response to concerns from the Justices of the Peace in Maricopa
12 County “Upon a showing of good cause and” was stricken from the rule.
- 13 3. Rule 20(b): Revised titles to reflect changes made to forms.

14 **Conclusion**

15 For all the above reasons as well as those stated in the initial petition, the Arizona
16 Commission on Access to Justice respectfully requests that the Court amend Rules 5(a), 5(b)(6),
17 5(b)(7) and add Rules 13(h) and 20, and revise of the Rules of Procedure for Eviction Actions to
18 require litigants to use court-approved eviction action forms and to authorize the Administrative
19 Office of the Courts to approve and modify eviction action forms in response to changes in state
20 laws or procedures, or to make other necessary amendments or technical corrections, and to add
21 or delete eviction action forms as needed.

22 RESPECTFULLY SUBMITTED this 10th day of November 2016.

23 Arizona Commission on Access to Justice

24 By /s/Lawrence F. Winthrop
25 Lawrence F. Winthrop
26 Chair of the Arizona Commission on Access to Justice

27 Electronic copy filed with the Clerk
28 of the Supreme Court of Arizona this
10th day of November 2016
By: /s/Kathy Sekardi

APPENDIX A

Rules of Procedure for Eviction Actions

Rule 5. Summons and Complaint: Issuance, Content and Service of Process

a. Summons. The summons in an eviction action shall be a document separate from the complaint, shall be issued in accordance with applicable statutory provisions, ~~and shall identify the defendants to the action, shall be in the approved form referenced in Rule 20 of these rules and, shall be used in justice of the peace courts and may be used in superior court.~~ If the name of a defendant is unknown, the summons and complaint may name a fictitious defendant and any occupants of the property. The court shall liberally grant leave to amend the complaint and summons to reflect the true names of defendants if they become known to the plaintiff. The summons shall also include the following:

- (1) Name of the court and its street address, city, and telephone number;
- (2) Date and time set for the trial of the matter;
- (3) Notice that if the tenant fails to appear, a default judgment will likely be entered against the tenant, granting the relief specifically requested in the complaint, including removing the tenant from the property; and
- (4) A disclosure in substantially the following form: "Requests for reasonable accommodation for persons with disabilities should be made to the court as soon as possible."
- (5) In residential property actions only, on a separate page served upon the tenant, the information contained in the Residential Eviction Procedures Information Sheet substantially in the form included as Appendix A to these Rules.

b. Complaint. The complaint shall:

- (1) Be brought in the legal name of the party claiming entitlement to possession of the property.
- (2) Include the business name, if any, and address of the property;
- (3) If an attorney represents the plaintiff, state the name, address, telephone number, and Bar number of the attorney in the upper left hand corner;
- (4) If the plaintiff is unrepresented, state the plaintiff's address, name and telephone number in the upper left hand corner;
- (5) State that the property in question is located within the judicial precinct where the complaint is filed;
- (6) ~~State in bold print, capitalized, and underlined at the top center of the first page, below the case caption, "YOUR LANDLORD IS SUING TO HAVE YOU EVICTED. PLEASE READ CAREFULLY";~~ Be in the approved form referenced in Rule 20 of these rules;
- (7) State the specific reason for the eviction; that the defendant was served a proper notice to vacate, if applicable; the date the notice was served; and what manner of service was used. A copy of the notice shall be ~~attached as an exhibit to the complaint.~~ in the approved form as referenced in Rule 20 of these rules shall be attached as an exhibit to the complaint.
- (8) Be verified. This means that the attorney signing the complaint shall verify that the attorney believes the assertions in the complaint to be true on the basis of a reasonably diligent inquiry.

c. – g. [no change]

Rule 13. Entry of Judgment and Relief Granted

a. – g. [no change]

h. The judgment must be in the approved form referenced in Rule 20 of these rules.

Rule 20. Forms.

- a. **Mandated Forms.** Attorneys representing landlords, landlords filing *pro per*, and judges and court staff must use, as appropriate, the eviction forms approved by the Administrative Director of the Administrative Office of the Courts, listed in subsection (b) and made available at www.azcourts.gov. The Administrative Director of the Administrative Office of the Courts is authorized to modify these forms in response to changes in state laws or procedures, to make other necessary administrative amendments or technical corrections, or to add or delete forms as may be appropriate. In the interest of justice in a particular case, the court may permit use of a form other than the approved form the court finds to be consistent with law as the approved form.
- b. **Types of Forms.**
- (1) Eviction Action Complaint;
 - (2) Eviction Action Summons;
 - (3) Eviction Action Judgment;
 - (4) Notice for Failure to Pay Rent / 5 Day Notice to Pay Rent;
 - (5) Notice of Health and Safety Violations / 5 Day Notice to Comply (Fix or Correct Problem);
 - (6) Notice of Material Breach / 10 Day Notice to Comply (Fix or Correct Problem) ;
 - (7) Notice of Repeat Material or Health and Safety Breach /10 Day Notice to Move ; and
 - (8) Notice of Material and Irreparable Breach / Immediate Notice to Move
 - (9) Other notices that are approved by the Administrative Director of the AOC.
- c. **No Charge for Forms.** Courts must provide all eviction action forms without charge.

Justice Courts, Arizona

CASE NUMBER: _____

() _____
Plaintiff(s) Name / Address / Phone

() _____
Defendant(s) Name / Address / Phone

SUMMONS (Eviction Action) Amended

THE STATE OF ARIZONA TO THE DEFENDANT(S) NAMED ABOVE. YOU ARE HEREBY SUMMONED TO APPEAR.

An **Eviction Case** has been filed against you. A court hearing has been scheduled.

Date: _____ Time: _____ At the (<i>court name</i>): _____ Courtroom: _____ Floor: _____ Please arrive early.

REQUESTS FOR REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES SHOULD BE MADE TO THE COURT AS SOON AS POSSIBLE.

If an interpreter is needed, please contact the court listed above as soon as possible.

1. You have a right to come to court.
2. If you do not agree with the claims against you on the attached complaint, you must come to court at the date, time, and location listed above and explain your reasons to the judge.
3. If you do not agree with the claims in the complaint, you also may file a written answer admitting or denying some or all the claims and pay the answer fee. (See number 5.)
4. If you have a statutory basis to file a counterclaim, which is limited to damages resulting from the landlord's breach of the lease or violation of the Residential Landlord Tenant Act, it must be in writing and served upon the opposing party. ARS section 33-1365.
5. If you cannot afford the filing fee, you may apply for a deferral or waiver of the filing fee at the court.
6. **IF YOU FAIL TO APPEAR**, a judgment will likely be entered against you, granting the relief specifically requested in the complaint, including removing you from the rental.
7. To learn more see the attached Residential Eviction Information Sheet or contact the court.

Date: _____ Justice of the Peace _____

The laws about this case are found in the Arizona Residential Landlord and Tenant Act. For more information on the Act, eviction actions, and your rights, please visit the Arizona Department of Housing website at <https://Housing.AZ.Gov>; the Maricopa County Justice Courts website at www.JusticeCourts.Maricopa.Gov; or AZLawHelp.org

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Attorney for Plaintiff / Address / Phone / Bar Number

Justice Courts, Arizona

CASE NUMBER: _____

()

Plaintiff(s) Name / Address / Phone

()

Defendant(s) Name / Address / Phone

COMPLAINT (*Eviction Action*)

Immediate Residential

YOUR LANDLORD IS SUING TO HAVE YOU EVICTED, PLEASE READ CAREFULLY THE ALLEGATIONS AGAINST YOU LISTED BELOW.

1. This court has jurisdiction to hear this case. The rental is within this court's judicial precinct and is located at: _____. The business name of the property, if any, is _____.
2. The Plaintiff wants you evicted and wants possession of the rental because of the reasons in section 5.
3. Any required written notice was served on the Defendant on _____ and was served: by hand, or by certified mail.
4. A copy of the notice that was served is attached.
5. The Plaintiff is the owner or is authorized by law to file this case on behalf of the owner.

The Plaintiff claims (check and complete all that apply):

SUBSIDIZED HOUSING: Total rent per month is \$ _____.
Tenant's portion of rent per month is \$ _____.

RENT OWED: The Defendant has failed to pay the rent owed. The rent is unpaid since _____. There is a prior unpaid balance of \$ _____. The rental agreement requires rent of \$ _____ to be paid on the _____ day of each month week. The rental agreement provides for late fees calculated in the following manner: _____.

Notice: If you are a residential tenant and the only claim your landlord makes is that you have not paid your rent, you may contact your landlord or your landlord's attorney and offer to pay all of the rent due, plus any reasonable late fees, court costs and attorney's fees. If you pay these amounts before a judgment is entered, then this case will be dismissed and your rental agreement will be reinstated and will continue.

NON-COMPLIANCE: After getting a notice, the Defendant failed to do the following:

_____ on this date: _____, at the following location _____.

[] **IRREPARABLE BREACH:** The Defendant has committed a material and irreparable breach. Specifically, on this date _____, at the following location _____ the Defendant did the following: _____

[] **OTHER ALLEGATIONS OF NON-COMPLIANCE ON WHICH EVICTION ACTION IS BASED:** State the date or dates notice of non-compliance was given and attach a copy of each notice to this Complaint: _____

6. As of the filing date the Defendant owes the following:

Rent (current and prior months) totaling	\$ _____
Late fees: (if any in written agreement)	\$ _____
Other fees, charges or damages (as authorized by law) . . .	\$ _____
Concessions (if any in written agreement)	\$ _____
Reimbursable court costs	\$ _____
Attorney's fees (if allowed)	\$ _____
Other allegations of damages (as authorized by law)	\$ _____
Total Amount Requested	\$ _____

- 7. The Plaintiff requests a Judgment for the amounts owed above and for possession of the rental.
- 8. WRIT OF RESTITUTION: The Plaintiff requests the court issue a Writ of Restitution returning the rental to the Plaintiff's possession 5 calendar days after the date the Judgment. If the eviction is for the material and irreparable breach explained above, return of possession is requested 12 to 24 hours from the time of the Judgment.
- 9. By signing this complaint, I am agreeing that the allegations written are true and correct to the best of my knowledge.

Date: _____
_____ Plaintiff

Justice Courts, Arizona

CASE NUMBER: _____

()
Plaintiff(s)/Attorney Name / Address / Phone

()
Defendant(s)/ Attorney Name / Address / Phone

JUDGMENT (Eviction Action) Amended

This matter was heard by the Court on this date: _____

Plaintiff appeared in person by counsel failed to appear

Defendant appeared in person by counsel failed to appear

If required by law, Defendant was was not given proper notice and the opportunity to cure.

Defendant was was not properly served with the Summons and a copy of the complaint at least two (2) days prior to Court date.

If a partial rent payment was accepted, a non-waiver was produced a non-waiver was NOT produced.

Defendant pleads NOT GUILTY/NOT RESPONSIBLE Defendant has filed a counterclaim.
 GUILTY/RESPONSIBLE

Defendant was found GUILTY/RESPONSIBLE NOT GUILTY/NOT RESPONSIBLE of:
 RENT OWED NON-COMPLIANCE IRREPARABLE BREACH
 OTHER

IT IS HEREBY ORDERED granting judgment on the complaint to Plaintiff Defendant

IT IS FURTHER ORDERED granting judgment on the counterclaim to Plaintiff Defendant

IT IS FURTHER ORDERED granting possession of the rental (dwelling unit or premises) to
 Plaintiff Defendant

IT IS FURTHER ORDERED granting monetary judgment to:

Plaintiff(s)

1. \$ _____ Rent
2. \$ _____ Late fees
3. \$ _____ Other fees, charges or damages
4. \$ _____ Rental Concessions
5. \$ _____ Court cost
6. \$ _____ Damages
7. \$ _____ Attorney fees
8. \$ _____ Other _____
- \$ _____ **TOTAL**

Plaintiff awarded nothing

With interest at the rate of _____ % per annum from the date of judgment until paid in full.

Defendant(s)

1. \$ _____ Court cost
2. \$ _____ Damages
3. \$ _____ Attorney fees
4. \$ _____ Other: _____
- \$ _____ **TOTAL**

Defendant awarded nothing

A Writ of Restitution (order to vacate rental) shall be granted upon request of the Plaintiff on:

Date: _____ Time: _____
(No sooner than five (5) calendar days after date of judgment)

The court finds that the defendant has committed a material and irreparable breach, in violation of A.R.S. §33-1368A, and a Writ of Restitution (order to vacate rental) shall be granted on:

Date: _____ Time: _____
(No sooner than 12 - 24 hours from the time of judgment)

WARNING: After service of the Writ of Restitution (order to vacate rental), if you remain on or return unlawfully to the rental, you will have committed criminal trespass in the third degree.

IT IS ORDERED dismissing this case with prejudice without prejudice

Date: _____ Signature: _____
Justice of the Peace

I CERTIFY that I delivered/mailed a copy of this document to:

Plaintiff at the above address Plaintiff's attorney Defendant at the above address

Defendant's attorney

Date: _____ By: _____
Clerk

**Notice for Failure to Pay Rent
5 Day Notice to Pay Rent**

() _____
Tenant(s) Name / Address / Phone

() _____
Landlord(s) or Agent's Name / Address / Phone

Notice Date: _____

You have not paid your rent. You owe the following rent:

Total owed \$ _____ **as of this date:** _____. *If late fees are allowed in the rental agreement, this amount will increase by \$ _____ each day the rent is not paid. (Your deposit may not be used for rent.)*

The total includes:

- A. Rent \$** _____
1. Current month/week \$ _____
 2. Prior month \$ _____
 3. Other \$ _____ why _____. (Must be listed in rental agreement.)
- B. Late fees (if allowed in rental agreement) are \$** _____ **per day for** _____ **days, which is a total of \$** _____ **as of the date of this notice.**

Your landlord may file an eviction action asking the judge to order you to move unless you do one of the following:

1. Pay the total owed within 5 calendar days of receiving* this notice.
2. Move out of the rental and **return the keys** to the landlord within 5 calendar days of receiving* this notice. (You may still be responsible for the total owed.)
3. Contact the landlord and settle this matter. It is best to get this agreement in writing signed by both you and the landlord.

**If this notice was hand-delivered, you have 5 calendar days to act from the date you or members of your household received the notice. If this notice was sent by certified mail, you have 5 calendar days to act from the date you signed the postal service green card or 10 calendar days from the date the envelope was post-marked, whichever comes first.*

If you do not pay the amount owed, move out of the rental and return the keys, or settle this matter (it is best to get this agreement in writing), the landlord may file an eviction action. If an eviction is filed, you have the right to appear in court and dispute the eviction action. After an eviction action is filed, and in order to reinstate the lease, you may be required to pay damages, attorney fees, and court costs. The judge will decide if you have to move or can remain in the rental. If a judgment is entered against you, you may remain in the rental property only if the landlord agrees in writing to let you stay.

Date: _____ Signature: _____
[] Landlord [] Agent

This notice is served by:
[] Hand delivery to (name): _____ who is the [] tenant [] occupant
[] By certified mail (mail receipt #): _____

This notice is given under A.R.S. § 33-1368(B). The laws about this notice are found in the Arizona Residential Landlord and Tenant Act. For more information on the Act, eviction actions, and your rights, please visit the Arizona Department of Housing website at <https://Housing.AZ.Gov>; the Maricopa County Justice Courts website at www.JusticeCourts.Maricopa.Gov, or www.AZLawHelp.org.

**Notice of Health and Safety Violation(s)
5 Day Notice to Comply (Fix or Correct Problem)**

() _____
Tenant(s) Name / Address / Phone

() _____
Landlord(s) or Agent's Name / Address / Phone

Notice Date: _____

You have violated your rental agreement. The following is what happened, where it happened and when. Attach additional sheet(s) if needed. _____

Your landlord may file an eviction action asking the judge to order you to move unless you do one of the following:

1. Fix the violation(s) within 5 calendar days of receiving* of this notice.
2. Move out of the rental and **return the keys** to the landlord within 5 calendar days of receiving* this notice.
3. Contact the landlord and settle this matter. It is best to get this agreement in writing signed by both you and the landlord.

**If this notice was hand-delivered, you have 5 calendar days to act from the date you or members of your household received the notice. If this notice was sent by certified mail, you have 5 calendar days to act from the date you signed the postal service green card or 10 calendar days from the date the envelope was post-marked, whichever comes first.*

If you do not fix the violation(s), move out of the rental and return the keys, or settle this matter (it is best to get this agreement in writing), the landlord may file an eviction action. If an eviction is filed, you have the right to appear in court and dispute the eviction action. After an eviction action is filed, and in order to reinstate the lease, you may be required to pay damages, attorney fees, and court costs. After a hearing, the judge will decide if you have to move or can remain in the rental. If a judgment is entered against you, you may remain in the rental property only if the landlord agrees in writing to let you stay.

WARNING: If there is **another or similar violation** during the rest of the rental agreement, your landlord may give you a notice requiring you to move within 10 calendar days. If you do not move, the landlord may file an eviction action.

Date: _____ Signature: _____
[] Landlord [] Agent

This notice is served by:
[] Hand delivery to (name): _____ who is the [] tenant [] occupant
[] By certified mail (mail receipt #): _____

This notice is given under A.R.S. § 33-1368(A). The laws about this notice are found in the Arizona Residential Landlord and Tenant Act. For more information on the Act, eviction actions, and your rights, please visit the Arizona Department of Housing website at <https://housing.az.gov>; the Maricopa County Justice Courts website at www.justicecourts.maricopa.gov, or AZLawHelp.org.

**Notice of Material and Irreparable Breach
Immediate Notice to Move**

() _____
Tenant(s) name/address/phone

() _____
Landlord(s) or Agent's Name / Address / Phone

Notice Date: _____

You have violated your rental agreement. **The violation(s) cannot be fixed. Your landlord wants you to move out now and return the keys immediately.** The following is what happened, where it happened and when. Attach additional sheet(s) if needed.

An eviction action may be or has been filed against you. If an eviction action has been filed, you have the right to appear in court to dispute the eviction action. After an eviction action is filed, and in order to reinstate the lease, you may be required to pay damages, attorney fees, and court costs. After a hearing, the judge will decide if you have to move or if you can stay in the rental. If a judgment is entered against you, a Writ of Restitution (a court order to have you removed from the rental) may be issued between 12-24 hours from the date a judgment is signed.

Date: _____ Signature: _____

This notice is served by:
 Hand delivery to (name): _____ who is the tenant occupant
 By certified mail (mail receipt #): _____

This notice is given under A.R.S. § 33-1368(A). The laws about this notice are found in the Arizona Residential Landlord and Tenant Act. For more information on the Act, eviction actions, and your rights, please visit the Arizona Department of Housing website at <https://housing.az.gov>; the Maricopa County Justice Courts website at www.justicecourts.maricopa.gov, or AZLawHelp.org.

Notice of Material Breach
10 Day Notice to Comply (Fix or Correct Problem)

() _____
Tenant(s) Name / Address / Phone

() _____
Landlord(s) or Agent Name / Address / Phone

Notice Date: _____

You have violated your rental agreement. The following is what happened, where it happened and when. Attach additional sheet(s) if needed.

Your landlord may file an eviction action asking the judge to order you to move unless you do one of the following:

1. Fix the violation(s) within 10 calendar days of receiving* this notice.
2. Move out of the rental and **return the keys** to the landlord within 10 calendar days of receiving this notice.
3. Contact the landlord and settle this matter. It is best to get this agreement in writing signed by both you and the landlord.

**If this notice was hand-delivered, you have 10 calendar days to act from the date you or members of your household received the notice. If this notice was sent by certified mail, you have 10 calendar days to act from the date you signed the postal service green card or 15 calendar days from the date the envelope was post-marked, whichever comes first.*

If you do not fix the violation(s), move out of the rental and return the keys, or settle this matter (it is best to get this agreement in writing), the landlord may file an eviction action. If an eviction is filed, you have the right to appear in court and dispute the eviction action. After an eviction action is filed, and in order to reinstate the lease, you may be required to pay damages, attorney fees, and court costs. After a hearing, the judge will decide if you have to move or can remain in the rental. If a judgment is entered against you, you may remain in the rental property only if the landlord agrees in writing to let you stay.

WARNING: If there is **another or similar violation** during the rest of the rental agreement, your landlord may give you a notice requiring you to move within 10 calendar days. If you do not move, the landlord may file an eviction action.

Date: _____ Signature: _____
[] Landlord [] Agent

This notice is served by:
[] Hand delivery to (name): _____ who is the [] tenant [] occupant
[] By certified mail (mail receipt#): _____

This notice is given under A.R.S. § 33-1368(A). The laws about this notice are found in the Arizona Residential Landlord and Tenant Act. For more information on the Act, eviction actions, and your rights, please visit the Arizona Department of Housing website at <https://housing.az.gov>; the Maricopa County Justice Courts website at www.justicecourts.maricopa.gov, or AZLawHelp.org.

**Notice of Repeat Material or Health and Safety Breach
10 Day Notice to Move**

() _____
Tenant(s) Name / Address / Phone

() _____
Landlord(s) or Agent's Name / Address / Phone

Notice Date: _____

You have violated your rental agreement again. **This violation cannot be fixed. Your landlord wants you to move out now and return the keys within 10 calendar days.**

The first violation was on this date _____. Attached is a copy of the first notice. The second same or similar violation was on this date _____.

This is what happened, when it happened and where it happened (Attach additional sheet(s) if needed):

Your landlord is ending your rental agreement and your right to live in the property.

If you do not move out of the rental and return the keys within 10 calendar days of receiving* this notice, your landlord may file an eviction action against you. If an eviction is filed, you have the right to appear in court and dispute the eviction action. After an eviction action is filed, and in order to reinstate the lease, you may be required to pay damages, attorney fees, and court costs. After a hearing, the judge will decide if you have to move or if you can remain in the rental. If a judgment is entered against you, you may remain in the rental property only if the landlord agrees in writing to let you stay.

**If this notice was hand-delivered, you have 10 calendar days to act from the date you or members of your household received the notice. If this notice was sent by certified mail, you have 10 calendar days to act from the date you signed the postal service green card or 15 calendar days from the date the envelope was post-marked, whichever comes first.*

Date: _____ Signature: _____
[] Landlord [] Agent

This notice is served by:
[] Hand delivery to (name): _____ who is the [] tenant [] occupant
[] By certified mail (mail receipt #): _____

This notice is given under A.R.S. § 33-1368(A). The laws about this notice are found in the Arizona Residential Landlord and Tenant Act. For more information on the Act, eviction actions, and your rights, please visit the Arizona Department of Housing website at <https://housing.az.gov>; the Maricopa County Justice Courts website at www.justicecourts.maricopa.gov, or AZLawHelp.org.