

APPENDIX B

[Changes since Reply filed on 11/10/2016 are highlighted]

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Attorney for Plaintiff / Address / Phone / **Email / Fax/** Bar Number

Justice Courts, Arizona

CASE NUMBER: _____

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Plaintiff(s) Name / Address / Phone

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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, if applicable, to this Complaint:

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

Rent (current and prior months accrued since filing) totaling. . .	\$ _____	
Late fees: (if any in written agreement).	\$ _____	
Other fees, or charges or damages (as authorized by law). . . .	\$ _____	(Add more lines for specific fees and charges)
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 / Attorney for Plaintiff

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 (*court name*): _____
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

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
[] GUILTY/RESPONSIBLE

[] Defendant has filed a counterclaim.

[] Parties have stipulated.

Read carefully! By signing below, you are consenting to the terms of a judgment against you. You may be evicted as a result of this judgment, the judgment may appear on your credit report, and you may NOT stay at the rental property, even if the amount of the judgment is paid in full, without your landlord's express consent.

Defendant's signature

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, ~~or~~ charges, ~~or~~ damages

(Add more lines for specific fees and charges)

- 4. \$ _____ Rental concessions
- 5. \$ _____ Court cost
- 6. \$ _____ Other 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 balance \$ _____
 3. Other \$ _____ why _____.

(Must be listed in rental agreement. Add additional lines if needed for other charges listed in the rental agreement.)

B. Late fees (if late fees are allowed in the rental agreement)

\$ _____ per day for _____ days

Total \$ _____ (The amount will continue to increase each day the rent is not paid)

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.

Notice: The lease must be reinstated if you offer to pay all the rent due, plus late fees, court costs and attorney's fees before the judgment is signed.

**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 rental agreement, you may be required to pay damages, attorney fees, and court costs. The judge will decide if you have to move or can legally 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 #): _____

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

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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 legally remain in the rental. If a judgment is entered against you, you may be required to pay damages, attorney fees, and court costs. 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 #): _____

**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 legally remain in the rental. If a judgment is entered against you, you may be required to pay damages, rent, late fees, attorney fees, and court costs. 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#): _____

**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 legally remain in the rental. If a judgment is entered against you, you may be required to pay damages, rent, late fees, attorney fees, and court costs. 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 #): _____

**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 legally 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 and you may be required to pay damages, attorney fees, and court costs.

Date: _____ Signature: _____

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