

**Arizona Commission on Access to Justice
SRL-LJC Workgroup
NOTES**

**February 23, 2017
1:00 p.m. to 3:00 p.m.**

Present: Judge Anna Huberman (Chair), Mike Baumstark, Pamela Bridge, Jeff Fine
Telephonic: Judge Thomas Berning, Millie Cisneros, Chris Groninger, Todd Lang, Janet Regner
AOC Staff: Theresa Barrett, Julie Graber

Matters Considered:

1. Welcome and Opening Remarks

With a quorum present, the February 23, 2017, meeting of the SRL-LJC Workgroup was called to order by Judge Anna Huberman, Chair, at 1:05 p.m.

2. [R-16-0040](#) – Rule Petition regarding Mandatory Eviction Action Forms

Comments Due: 2/17/17

Reply Due: 3/15/17

a. Workgroup to draft reply

b. Comments filed by:

- **Parham (11/14/16)**
- **Judge Williams (1/26/17)**
- **Parham (2/17/17)**
- **Private Attorneys (2/17/17)**
- **Holiday (2/21/17)**
- **Clark (2/21/17)**

Discussion ensued about the history of the development of the forms, the current rule petition cycle, pending legislation, and ongoing efforts to meet with stakeholder groups. Judge Huberman refocused the group to discuss where there are issues of readability and legality in the forms. The group used the attached chart of comments and issues to lead the discussion.

Pam Bridge noted that notice language should be added in Rule 20 concerning state and federal requirements like debt collection language. Add “advisories or other notice language required by state and federal requirements.”

ACTION: Pam Bridge will assist staff in drafting language in Rule 20.

Complaint

- Under Section 5, Other Allegations of Non-Compliance on Which Eviction Action Is Based, add “if applicable” because subsequent individual violations do not need to be documented with non-compliance notices.
- Under Section 6, remove the first “damages” to differentiate between “Other fees and charges” and “Other allegations of damages” and give the option to “add more lines for specific fees and charges like notice fees and utilities.”

- Under Section 6, add “accrued since filing” in Rent (current and prior months) totaling.
- Judge Huberman felt the “Subsidized Housing” section was in a strange place.

5-Day Notice to Pay Rent

- “Prior month” should be replaced with “Prior balance” because there could be more than one month.
- In A.3., add “Add additional lines if needed for other charges listed in the rental agreement.”
- Replaced the “lease” with the “rental agreement.”
- Because the judge does not make the decision, add “legally” remain in the rental.
- Judge Huberman would like to make it clearer that the lease will be reinstated if the tenant pays all the damages, attorney fees, and court costs before the judgment is signed.

5-Day Notice to Comply (Fix or Correct Problem)

- Replaced “lease” with “rental agreement.”
- Removed “After an eviction ... court costs.”
- Added “you may be required to pay damages attorney fees, and court costs.” after “If a judgment is entered against you,”
- Because the judge does not make the decision, add “legally” remain in the rental.

Immediate Notice to Move

- Removed “After an eviction ... court costs.” including the contradictory statement regarding lease reinstatement.
- Because the judge does not make the decision, add “legally” remain in the rental.
- Added “you may be required to pay damages attorney fees, and court costs.” after “If a judgment is entered against you [...] from the date a judgment is signed”

10-Day Notice to Comply (Fix or Correct Problem)

- Because the judge does not make the decision, add “legally” remain in the rental.
- Removed “After an eviction ... court costs.”
- Added “you may be required to pay damages attorney fees, and court costs.” after “If a judgment is entered against you,”

10-Day Notice to Move

- Because the judge does not make the decision, add “legally” remain in the rental.
- Removed “After an eviction ... court costs.”
- Added “you may be required to pay damages attorney fees, and court costs.” after “If a judgment is entered against you,”

Meeting adjourned at 3:00 p.m.

Next SRL-LJC Meeting: TBD