MARICOPA COUNTY JUSTICE COURTS
BEST PRACTICES

SUBJECT: THIRD AMENDED BEST PRACTICE ON DISPOSITION OF EVICTION MATTERS DURING THE PANDEMIC

EFFECTIVE: 7/29/2020

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1. RATIONALE: During the COVID-19 pandemic of 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act; Governor Ducey issued two Executive Orders regarding the delaying of residential eviction actions; and the Arizona Supreme Court issued two Administrative Orders specifically addressing the disposition of residential eviction matters. This rapidly changing environment created many novel issues for courts to resolve.

2. PURPOSE: The purpose of any "best practice" is to foster excellence regarding case processing, form development and control, and other operating procedure throughout the Maricopa County Justice Court system ("MCJC"). Implementation of a "best practice" is strongly recommended to promote consistency and efficiency throughout the MCJC but is voluntary by any individual Justice of the Peace ("JP") Court.

3. ISSUE: The two Executive Orders direct constables and law enforcement officers to temporarily delay writs of restitution in certain circumstances and for certain individuals. The Executive Orders do include necessary activity on the part of the courts, but as they did not go through the legislative or Supreme Court's rule-making process, they require courts to substantively resolve certain issues. This Best Practice is offered to provide judicial officers points to consider in fulfilling their obligations under the two Executive Orders; two Administrative Orders; and the CARES Act.

4. LEGAL AUTHORITY: Executive Order 2020-14 entitled "Postponement of Eviction Actions," issued on March 24, 2020; Executive Order 2020-49 entitled "Continued Postponement of Eviction Actions," issued on July 16,

2020; Administrative Order 2020-105, entitled "Disposition of Residential Eviction Cases During the Public Health Emergency," issued on July 7, 2020; Administrative Order 2020-219, entitled "Disposition of Residential Eviction Cases Related to the Public Health Emergency," issued on July 22, 2020; and 15 U.S.C. § 9058 (the CARES Act). See also, *Gregory Real Estate and Management v. Keegan,* Maricopa Superior CV 2020-007629, (July 22, 2020) (Executive Order 2020-14 is not unconstitutional).

5. BEST PRACTICES:

General Guidance: EO 2020-14 and EO 2020-49

The Executive Orders do not make substantive changes to Arizona eviction law. They direct constables and law enforcement officers (collectively "LEOs") to temporarily delay writs of restitution in certain circumstances and for certain individuals and then allow for an aggrieved party to file a motion to enforce a writ if the party does not agree with a LEO's decision not to enforce the writ.

The initial eviction proceeding and writ issuance process is unchanged as the Executive Order process is not triggered until after the writ is issued. The Executive Orders highlight that a landlord shall not interpret a health and safety provision of a contract to include COVID-19 as a reason for termination of a lease.

Although the Executive Orders do not impact whether an eviction judgment will be issued, due to apparent confusion concerning the Executive Orders, at the time of the initial appearance, a justice of the peace should provide a general explanation of the Executive Order and how a tenant may seek relief under it prior to the enforcement of the writ.

The Executive Order relief process is triggered when the tenant provides the landlord with written documentation that they are seeking protection under the Executive Order by requesting a temporary delay of enforcement of the writ after it has been issued. The Committee has determined that this "written" documentation requirement may be satisfied by any form of notification, including emails and text messages. The Committee also recognizes that property managers are agents of the owners/landlords and therefore deem written documentation to the property manager as sufficient.

If the LEO has arrived to enforce a writ and the tenant believes they are qualified for relief but have not yet provided documentation to the landlord, the Committee has been informed that many LEOs will allow the tenant five business days to provide documentation to the landlord before enforcing

the writ. The Committee recognizes this implements the intent of Executive Orders. The Committee also notes that Maricopa County Constables have produced their own Best Practice, and it allows for an additional five days.

A landlord who disagrees with a LEO's action to delay enforcement of a writ may file a "Motion to Compel Enforcement of the Writ" with the court and provide copies to the tenant. The LEO should return the delayed writ and the court shall inform the constable of the outcome of all motions to compel. **No action is required by the court until or unless a Motion to Compel is filed.** In accordance with Administrative Order 2020-119, the court shall attempt to contact the party in possession by telephone to provide notice of the hearing, and the landlord shall cause a notice of the date, time, place and purpose of the hearing to be delivered to the party in possession either personally or by posting the notice on the main entrance to the premises.

The Committee has determined that, while silent as to the definition of "tenant," the Executive Order should be interpreted to apply to residential tenants, including tenants subject to the Mobile Home Parks Residential Landlord and Tenant Act and/or the Recreational Vehicle Long-Term Rental Space Act.

The Committee encourages judges that, when entering judgment against a tenant, the court advise the tenant of the possible availability of a delay of the execution of the writ of restitution pursuant to the Executive Order and that a form and tenant checklist with active links to resources can be found at www.azcourts.gov/eviction.

The Committee recognizes that the CARES Act expired on July 25, 2020 and that Executive Order 2020-49 expires on October 31, 2020, unless extended. Any additional Executive Orders, Administrative Orders, or federal protections may require this Best Practice to be amended or vacated.

Legal Status of the Parties

The Best Practices Committee recognizes that the Governor's Executive Orders are unprecedented in Arizona law and history. Traditionally, and unquestionably, an eviction judgment terminated a lease. However, that interpretation was based upon an expectation that a writ of restitution would be executed shortly after a judgment was issued or that the parties would voluntarily enter into a new agreement. If enforcement of a writ is delayed because of a Governor's Executive Order, that is no longer the case and the tenant is remaining on the premises without a legal agreement to do so.

The Committee recognizes that the Executive Orders specifically require

the tenant to “acknowledge that the terms of the lease remain in effect” in order to invoke the protections of the Executive Order. It further requires all individuals to “pay rent or comply with any other obligation that an individual may have under a tenancy.”

Accordingly, the Committee believes that it is a best practice to interpret the Executive Orders as a temporary exception to Arizona law to allow that a lease is not terminated and remains in effect until a writ is actually executed or the tenant vacates the premises. Under this interpretation, the terms and obligations of the lease remain in effect and there is no need of a second judgment or to consider the tenant a holdover tenant, trespasser or squatter.

Administrative Orders 2020-105 and 2020-119 also provided legal authority for the theory that a resident who remained in the residence while the writ was postponed was still a tenant because the Orders specifically authorized landlords to file motions to amend residential eviction judgments. The legal and case management theories behind the Administrative Orders were that justice courts could have a single hearing that could resolve issues concerning any unpaid accrued rent and, when necessary, provide the tenant with the standard five days of additional time to move prior to any writ being issued.

Tenants who remain in possession and have paid all amounts alleged to be owed may seek to quash the writ of restitution in accordance with Rule 14(c) of the Rules of Procedure for Eviction Actions.

Non-Renewal of Leases

The extension of the delay through October 31, 2020, increases the possibility of a lease expiring during the delay. The Executive Orders do not address whether an eviction based upon the non-renewal of a lease is protected by the orders. The consensus opinion of the Best Practices Committee is that they are.

An argument can certainly be made that the Governor’s Executive Orders only applied to parties that are in a landlord and tenant relationship. If the lease has expired, then that relationship has as well. In addition, landlords could justifiably complain if their leases were being involuntarily extended with tenants who were not paying the full amount of rent that was due.

While such arguments are well-grounded, the actual text of both Executive Orders mandate that LEOs postpone evictions unless “enforcement is necessary in the interest of justice or is in accordance with A.R.S. § 33-1368(A).” If the governor wanted to also exempt evictions when the lease expired, he presumably would have said so in his orders.

Consequently, based upon the plain language of the order, and the intent of the Executive Orders that tenants not be made homeless during the pandemic, the Committee has concluded that the Executive Orders extend the landlord and tenant relationship for these types of cases as well, and tenants are entitled to the protections of the Executive Orders. Accordingly, a landlord may file a Motion to Compel any delayed writ.

Eviction Cases After August 21, 2020

While Executive Order 2020-49 extended the delay provisions through October 31, 2020, all tenants after August 21, 2020, must notify or re-notify their landlord or property owner in writing with supporting documentation of their (1) ongoing financial hardship as result of COVID-19 and (2) request for a payment plan to be put in place. They must also provide their landlord or property owner with a copy, with any available supporting documentation, of their (3) completed pending application for rental assistance through a state, city, county or nonprofit program. Both Orders also require the tenant to (4) acknowledge that the contractual terms of the lease remain in effect.

As with the Executive Order 2020-14, it is the hope and expectation of the Committee that the LEO in the field be generous and patient with a tenant who may qualify for protection under the Orders. The Separation of Powers doctrine requires that the Governor may order executive branch officials, not courts, to take or not take certain acts. (See G*regory Real Estate and Management v. Keegan,* Maricopa Superior CV 2020-007629, (July 22, 2020) (Executive Order 2020-14 does not violate separation of powers). When in doubt, the LEO can delay an eviction and return the writ. The court will make its determination as to the sufficiency of the documentation if a Motion to Compel is filed.

When determining the sufficiency of the documentation presented by the tenant, the court should carefully read the language of EO 2020-49. For factor 1, financial hardship, the tenant must have "notified the landlord in writing with supporting documentation of their ongoing financial hardship." As the Committee earlier concluded, this writing may be via text or email, but now there must be supporting documentation (see the Tenant's Checklist.)

As to factor 2, the request for a payment plan, there is no specific requirement that the request be "reasonable." Any documentation of a request for a payment plan may meet this prong. However, the court should carefully balance the actions of the parties and the interests of justice on a Motion to Compel.

As to factor 3, “proof of submission of a completed pending application for rental assistance,” the court will have to closely examine the evidence. It appears that many applications have been delayed because they are not “complete” for one reason or another. If a tenant has documentation that an application is complete and pending a determination, they have met this prong. If their documentation indicates that an application is pending because it is not complete, they may not have satisfied this prong.

If the documentation shows that an application for rental assistance has been granted, the court should review whether the tenant has indeed used that assistance for rent when considering the “interests of justice” of the matter. Documentation showing an application was complete but has been denied may support a financial hardship argument.

Motion to Compel Enforcement of the Writ

A tenant may allege that he or she has a qualifying condition under the Executive Orders for events that occurred on any date in March 2020 or afterwards. A Motion to Compel should not be granted merely because the events in question occurred between March 1, 2020, and March 24, 2020.

Any Motion to Compel Enforcement of the Writ should be heard expeditiously (preferably within five business days) and may be heard telephonically; by video; or in person. The court shall determine whether to grant the motion using the procedure provided in Rule 14(b)(2) of the Rules of Procedure for Eviction Actions. The court shall attempt to contact the party in possession by telephone to provide notice of the hearing, and the landlord shall cause a notice of the date, time, place and purpose of the hearing to be delivered to the party in possession either personally or by posting the notice on the main entrance to the premises.

The court should allow the tenant an opportunity to file a response in writing before ruling on a motion. The Committee encourages that all Motions to Compel be set for a hearing.

As part of the hearing on the motion process, the court shall determine whether enforcement of the writ is necessary in the interest of justice or is in accordance with § ARS 33-1368(A). Prior to August 22, 2020, the burden of proof is on the tenant to establish by a preponderance of the evidence that the tenant meets one or more criteria in paragraph one of the Executive Orders, and after August 21, 2020, that the tenant has met the criteria of paragraph 3 of Executive Order 2020-49. If either party introduces information or arguments not raised in the motion or response, the court may continue the hearing in the interest of justice.

The court should instruct the tenant that rent continues to accrue while the tenant remains in possession and that a delay of the execution of the writ of restitution remains in effect until the landlord files a new motion to compel alleging a change in circumstances. (The parties may also resolve issues concerning possession outside of the legal process.) The delay cannot be extended beyond the date Executive Order 2020-49, or any extension thereto, expires.

If a defendant has vacated the premises prior to a court order enforcing the writ, the plaintiff may file an independent civil action for any damages accrued during the delay of the enforcement. In accordance with Administrative Order 2020-119, any civil or small claims action seeking rent for the period March 27 through July 25, 2020, must make an attestation as to the applicability of the CARES Act.

Expiration of ~~the~~ Executive Order 2020-49 and CARES Act

Judges will have numerous challenges to face upon the expiration of ~~the~~ Executive Order 2020-49, currently set to expire on October 31, 2020, and with major changes after August 21, 2020, and the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act, which prevented many landlords from filing new eviction actions for nonpayment of rent between March 27, 2020, and July 25, 2020. It is estimated that between 3,000 and 5,000 new evictions may be filed in Maricopa County when the protections end. In addition, there are many outstanding cases and writs to resolve.

Supreme Court AO 2020-119 suspends eviction timelines through December 15, 2020. Nevertheless, the AO says the matters should be resolved timely if feasible and so courts should consider extraordinary measures to timely resolve these matters, including continuing most matters other than eviction, protective order, and criminal matters and double-booking calendars with pro tems working in hearing rooms or virtually.

Because of current Supreme and Superior Court administrative orders and social distancing requirements, courts must continue to carefully plan for the presence of people in the court buildings, so, to the greatest extent possible, courts should continue to conduct initial appearances and trials virtually. When scheduling, courts should also keep in mind that more tenants “appear” at virtual hearings and that they take longer.

Administrative Order 2020-119 suggests that a court should not schedule more than 25 eviction cases in an hour on the court’s calendar and shall allocate sufficient time for all parties appearing telephonically or in person to present their evidence, and it requires that each case be scheduled to be

heard during a specific one hour time slot. The committee also suggests that, courts limit eviction matters to three hours per day. It is also a better practice to separate the calendars per law firm so that parties do not have to wait as long for their hearing. Additional calendars can be created by double-calendaring with pro tems working in hearing rooms or virtually. When scheduling a pro tem for this purpose, the court should keep the pro tem's experience with evictions in mind; pro tems with less experience may be better suited to handle lighter eviction trial calendars rather than initial calendars.

The committee foresees three categories of cases to consider: (1) New eviction cases that were not filed because of the pandemic or precluded by the CARES Act; (2) Cases where Landlords obtained judgments but did not obtain writs; and (3) Cases with judgments and writs but enforcement of the writ was delayed.

1. New Eviction Cases

A. Delayed by the Pandemic Only

New eviction cases will, for the most part, proceed with business as usual with the exception of the tremendous volume that many courts will have to process. As discussed above, courts must be conscious that the timeframes are complied with (unless the AO time exclusion is extended by a new Supreme Court AO), and that social distancing is complied with.

In addition to the standard checklist of items that judges must regularly review, courts will have to ensure that the total judgment, exclusive of costs, interest and attorney's fees, does not exceed $10,000 (it is likely that claims over $10,000 will still be filed in Justice Court with the plaintiff waiving the balance over $10,000). If a landlord will not waive the balance over $10,000, the court must transfer to Superior Court. Alternatively, while it is not the favored option of the Committee, a landlord may choose to not vacate an earlier eviction and file a second eviction or a civil or small claims matter.

Courts will also have to ensure that the CARES Act attestation requirements are complied with, discussed below.

Courts should also have a mechanism (the court could do their own iCIS search or have the plaintiff avow) to verify that there is not a prior eviction judgment for the same parties and property. If there was a prior judgment, the court must take that into consideration when considering a new judgment when determining the amount of damages.

Another issue will be the calculation of late charges, because landlords were either precluded from filing the eviction sooner by the CARES Act, or chose not to do so because of the pandemic. The Committee takes no position on how judges will choose to resolve this issue; but the judge should keep in mind that it was most likely not the plaintiff's choice to delay the filing of the eviction action. Please note that landlords who were precluded from filing eviction actions because of the CARES Act may NOT charge fees, penalties, or other charges to the tenant related to the nonpayment of rent. CARES Act, 15 U.S.C. § 9058(b)(2).

B. Delayed by the CARES Act

While the CARES Act expired on July 25, 2020, it actually requires that a THIRTY day notice to vacate be filed AFTER its expiration. Accordingly, those cases may not be filed sooner than August 26, 2020, and judges must ensure that the notice was thirty days. The Act provides as follows:

> (b) MORATORIUM.—During the 120-day period beginning on the date of enactment of this Act, 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).

CARES Act, 15 U.S.C. § 9058. Again, it also specifically prohibits late fees.

Courts will also have to ensure that the CARES Act attestation requirements are complied with. On July 7, 2020, Supreme Court AO 2020-105 required that plaintiffs shall attest in the complaint or by other written means that the property in which the tenant resides is not covered under the CARES Act. On July 22, 2020, AO 2020-119 changed this requirement to the following:

> For any pleading in an eviction, civil or small claims action for non-payment of rent or for a judgment for rent for any part of the period of time from March 27, 2020 through July 25, 2020, the plaintiff shall attest in the initial pleading or by other writing provided to the court

> and the defendant with the initial pleading whether the property in which the defendant resides is or was covered under the CARES Act.

In accordance with the MCJC Best Practice "Eviction Complaints that Do Not Substantially Comply with Eviction Rules," issued April 24, 2019, courts should consider dismissing without prejudice complaints that do not comply with the attestation requirement or cases where a 30 day notice was required for former CARES Act properties and only a 5 day notice was provided.

Of course, tenants may contest a plaintiff's attestation that the CARES Act did not comply and the court should conduct a hearing on the issue.

Complaints that are for non-payment of rent for months only after July 2020 do not require an attestation and may revert to 5 day notices and request late fees and penalties.

2. Landlord Obtained Judgment But Did Not Request Writ

There may be some landlords who obtained a judgment but, for whatever reason, did not apply for a writ. Strictly speaking, the EO protections were never invoked because the constable did not delay the enforcement of a writ; a writ was never issued.

The first issue to address is the "45-day rule" regarding writs. A common misconception is that the writ "expires" 45 days after issuance. That is not the case: rather, a hearing is required if a writ is not applied for within 45 days of its issuance:

> If a party applies for a writ of restitution more than 45 days after the judgment, the party must also explain the reasons for the delay in making the application and shall certify that the tenancy has not been reinstated since the date of the judgment. If it is clear that the tenancy has not been reinstated, the court shall issue the writ. If it appears to the court that the tenancy has or may have been reinstated, the court shall schedule a hearing before granting the application. This hearing shall be scheduled no more than three business days after the application. The court shall attempt to contact the party in possession by telephone to provide notice of the hearing, and the applicant for the writ shall cause a notice of the date, time, place and purpose of the hearing to be delivered to the party in possession either personally or by posting the notice on the main entrance to the premises.

RPEA Rule 14(b)(2).

The aforementioned Supreme Court AO 2020-119 suspends eviction timelines from March 18, 2020 through December 15, 2020, for "rule provisions and statutory procedures that require court proceedings to be held within a specific period of time…" The AO now specifically states that this exclusion of time does not apply to the issuance of writs. Rather, writs are to be issued five days after a granted motion to compel or an amended judgment. See also RPEA Rule 14: "The court shall promptly issue a writ of restitution upon timely application of a party entitled to it if the application is accompanied by the appropriate fee and deposits."

In any event, the Committee believes it is a best practice to require a hearing to comply with Rule 14(b)(2) if the judgment is over 45 days old. Such a hearing could also address the second issue of amending the judgment to reflect the current amount of damages. Considering the writ and amending the judgment in one judicial proceeding promotes judicial economy and benefits the tenant by being subject to only one judgment.

If the judgment is fresher than 45 days, a court can require a hearing only if a tenant files a motion to stay the issuance of the writ pursuant to RPEA 14(c). If the court finds good cause to believe that the writ was "improperly or prematurely issued," the court can stay the writ and schedule a hearing within three court days. Good cause is defined in RPEA 18(d) to mean a "stated, substantial reason, the accommodation of which will serve the interests of fairness and justice, without also causing a significant delay or harm to another party."

3. Landlord Obtained Judgment and a Writ, But Enforcement of Writ Was Delayed

Unless a constable has returned a writ or the court has denied a Motion to Compel, the court may not be aware of how many writs have been issued but enforcement has been delayed by the constable pursuant to the EO.

The Committee is aware that, prior to the EO, a tenant knew (or had an opportunity to know) at least five days in advance before a writ of restitution was to be executed. With these writs, while the tenant may understand that the EO expires on October 31, 2020, they have no idea when a constable may appear to enforce the writ.

This issue has been resolved by AO 2020-105 and 2020-119. Delayed writs are no longer valid. New writ dates will be five days after a granted Motion to Compel or Amended Judgment.

The recommended best practice is for courts to allow landlords to file motions to amend judgments in eviction action cases, as specifically permitted by AO 2020-105 and 2020-119. The alternative would require landlords to file a second eviction action against the same tenants who are living in the same property because the failure to pay subsequent rent would be a new breach of the tenancy. Also note that A.R.S. § 12-1178(A) requires a court to compensate a landlord for "all rent found to be due and unpaid through the periodic rental period."

Again, considering the writ and amending the judgment in one judicial proceeding promotes judicial economy and benefits the tenant by being subject to only one judgment.

If a constable has returned the writ to the court, the returned writ should be made a part of the record and the constable should have notified the landlord that a new writ needs to be applied for. The court should not collect a fee for this new filing. Again, if the judgment is more than 45 days old, or if a tenant files a motion to stay the issuance of the writ pursuant to RPEA 14(c), the court must hold a hearing.

Tenants Evicted in Violation of the CARES Act

In accordance with Rule 2.9c, Arizona Code of Judicial Conduct, "Except as otherwise provided by law, a judge shall not investigate facts in a matter independently, and shall consider only the evidence presented and any facts that may properly be judicially noticed." Accordingly, courts have been limited to relying upon the attestation of the plaintiff regarding the applicability of the CARES Act.

It appears that there have been instances where this attestation may not have been correct. The Committee hopes that, in those instances, the tenant filed a timely motion for reconsideration, motion to set aside, appeal, or special action.

If not, the Committee takes the position that an eviction judgment obtained in violation of the CARES Act is an Unlawful Ouster as defined by A.R.S. § 33-1367. If a tenant seeks both possession (to move back in) and money damages, a tenant may file for an unlawful ouster using the Eviction Action by Tenant form. When this form is used, the case will be treated and scheduled as if it were any other Eviction Action.

If the tenant is seeking only money damages and not possession, then this form should not be used. In that case, the tenant should file a civil lawsuit in a small claims, justice or superior court.

6. IMPLEMENTATION: The above best practice was recommended on March 26, 2020, amended on April 29, 2020, again on June 24, 2020, and again on July 29, 2020. The practice may be implemented immediately and remain effective until superseded or abolished.

Pandemic Checklist (To Supplement Other Checklists, Not Replace Them)

Does complaint seek rent for any period between March 27 and July 25? If yes

If filed between July 7 and 21, plaintiff must attest in Complaint or separate writing that property not protected by CARES Act

If yes, complaint for non-payment of rent cannot proceed

If filed after July 21, plaintiff must attest in Complaint or separate writing served with Complaint whether property HAD BEEN protected by CARES Act

If yes, there must have been a 30 day notice served after July 25 AND plaintiff CANNOT seek late fees or penalties

If no attestation or not a 30 day notice where required, DISMISS without prejudice

Does complaint seek more than $10k exclusive of interest, costs and attorney fees? If yes

Proceed if landlord waives amount over $10k in principal OR
Transfer to superior court

Motion to Compel Before August 22

Has tenant proved (where disputed)

1) Quarantine due to illness
2) Ordered by doctor to self-quarantine
3) Someone else in household with Covid-19
4) Health conditions that put person at risk OR
5) Substantial loss of income due to Covid-19 reasons and
6) Acknowledged lease terms continue

If yes, has landlord proved writ should be enforced because

1) Action filed pursuant to ARS 33-1368(A) OR
2) Interest of justice

If landlord prevails, consider whether landlord has requested amended judgment and either

Issue amended judgment with writ date after 5 days OR
Grant motion to compel with writ date after 5 days

Motion to Compel After August 21

Has tenant proved (where disputed)

1) Ongoing financial hardship caused by Covid-19
2) Requested a payment plan in writing
3) Has submitted a completed pending application for rental assistance
4) Acknowledged lease terms continue

If yes, has landlord proved writ should be enforced because
1) Action filed pursuant to ARS 33-1368(A) OR
2) Interest of justice

If landlord prevails, consider whether landlord has requested amended judgment and either

Issue amended judgment with writ date after 5 days OR
Grant motion to compel with writ date after 5 days

Motion to Amend Judgment

Is tenant still in possession?

If no, deny and let file a civil matter
If yes, may amend (not over 10k principal) with writ date after 5 days

No automatic change of judge through December 31