

Arizona Commission on Access to Justice SRL-LJC Workgroup

Meeting Agenda

October 26, 2017 - 2:00 p.m. to 3:30 p.m.

State Courts Building ♦ 1501 West Washington ♦ Conference Room 331 ♦ Phoenix, Arizona

[ACAJ WEBPAGE](#)



TIME	AGENDA ITEM	PRESENTER
2:00 p.m.	Welcome and Opening Remarks	<i>Judge Anna Huberman, Maricopa County Justice Court</i>
2:05 p.m.	Status of Rule Petitions <ul style="list-style-type: none"> • R-16-0040: Mandatory Eviction Forms <ul style="list-style-type: none"> ○ The notices and pleadings were posted as recommended forms on the eviction webpage ○ Review Google Analytics • R-17-0020: Stipulated Judgments <ul style="list-style-type: none"> ○ Approved at the August Rules Agenda, effective 1/1/2018 • R-16-0022: Change of Judge <ul style="list-style-type: none"> ○ Continued to December Rules Agenda 	<i>Judge Huberman</i>
2:20 p.m.	Eviction-Related Projects <ul style="list-style-type: none"> • Review eviction webpages and Legal Info Sheets: Eviction Actions • Review eviction video production list • Review best practices for video production 	<i>Judge Huberman</i>
3:25 p.m.	Discuss next Access to Justice meeting report Wednesday, November 8, 2017 - 10:00 a.m. to 2:00 p.m. State Courts Building, Phoenix, Arizona Conference Room 119A/B	<i>All</i>

The Chair may call items on this Agenda, including the Call to the Public, out of the indicated order. Please contact Kathy Sekardi (602) 452-3253 or Julie Graber (602) 452-3250 with any questions concerning this agenda. Persons with a disability may request reasonable accommodations by contacting Julie Graber at (602) 452-3250. Please make requests as early as possible to allow time to arrange accommodations.

Arizona Commission on Access to Justice
SRL-LJC Workgroup
NOTES
August 10, 2017
2:00 p.m. to 3:30 p.m.

Present: Judge Anna Huberman (chair), Mike Baumstark, Pamela Bridge
Telephonic: Judge Janet Barton, Judge Thomas Berning, Millie Cisneros, Paul Julien
Guest: Scott Davis (Maricopa County Justice Courts)
AOC Staff: Theresa Barrett, Julie Graber

Matters considered:

1. Welcome and opening remarks

The August 10, 2017, meeting of the SRL-LJC Workgroup was called to order by Judge Anna Huberman, Chair, at 2:02 p.m.

2. Status of Rule Petitions

• **R-16-0040 – Rule Petition regarding Mandatory Eviction Forms**

The workgroup considered several options on how to move forward considering the legislation passed prohibiting mandatory forms in eviction actions, including doing nothing, arguing for a separation of powers, excluding the notices and focusing on the complaint, summons, and judgment pleadings, and asking the Supreme Court to approve the forms and notices as discretionary. Discussion ensued and the workgroup agreed to proceed with posting the notices and pleadings as recommended forms on the eviction page on the Judicial Branch website, tracking the number of webpage hits and form downloads, and reporting back to the Supreme Court on whether the recommended forms provide added value to users.

- Pamela Bridge volunteered to draft language to include in the rule.

• **R-17-0020 – Rule Petition regarding Stipulated Judgments in Eviction Actions**

Staff reported that the Reply was filed on July 7, 2017, and the rule petition will be considered by the Supreme Court at its August Rules Agenda.

3. Eviction-Related Projects

• Enhance eviction webpages into subject matter pages in both English and Spanish

Staff redesigned the Judicial Branch's eviction page into a subject matter page with tiles linking to Legal Info Sheets, forms, resources, authorities, fee waiver and deferral forms, and the Spanish page (Acción de Desalojo). The workgroup considered whether to include additional forms and instructions from Mohave County Justice Court to the English page since these forms are already posted on the Spanish page. Further discussion is needed.

• Review and revise Legal Info Sheets: Eviction Actions

Staff presented the newly branded Legal Info Sheets to the workgroup, which use images to improve readability based on the content provided by CLS's informational documents. The workgroup liked the use of images to enhance the content in both the print and webpage versions. The documents will be translated into Spanish once they have been reviewed and approved by the workgroup.

- Judge Huberman volunteered to share the Legal Info Sheets with the Arizona Landlord Tenant Attorneys Association to obtain additional feedback.
- Review Judge Huberman's eviction script
Judge Huberman reviewed a script that she drafted that could be used in an eviction video. The workgroup agreed that eviction videos would provide an added value for users and should meet the following requirements:
 - focus on specific questions
 - have a neutral message
 - be short
 - be understandable for the audience
 - easily updatable
 - easy to translate

Since members reported ongoing efforts developing videos, staff will distribute an inventory of the proposed eviction video production list that identifies topics and sets priorities to avoid duplicating efforts between groups. The production list combines information from a previous sub workgroup's informational documents, draft scripts, as well as information from Maricopa County Justice Courts' website.

- Judge Huberman will share a power point presentation that she uses as part of an eviction class.
 - Pam Bridge reported that CLS has law students available who could assist.
 - Paul Julien volunteered to help.
 - Scott Davis, Public Information Officer from Maricopa County Justice Courts, reported that a new workgroup has been created that will be developing videos.
- Review informational documents regarding evictions
The workgroup discussed repurposing the content of the informational documents in the eviction videos.

4. Discuss next Access to Justice meeting report

Next steps:

The next workgroup meeting will be in October. A Doodle request will be sent to workgroup members.

Meeting adjourned at 3:25 p.m.

Next SRL-LJC Meeting: TBD

Proposal for Video Scripts Production - Regarding Landlord/Tenant Eviction Law

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No.	Video Script Titles	Topics Included	Authority	Priority
		<ul style="list-style-type: none"> • Keep common areas clean. • Maintain all electrical, plumbing, heating, and air-conditioning equipment. • Provide for removal of trash. • Supply running water and reasonable amounts of hot water. 		
4.	Access by Landlord to Residence	<ul style="list-style-type: none"> • Tenant cannot unreasonably keep landlord from going into residence to inspect or make repairs. • If tenant notifies landlord of a service request or request for maintenance, the landlord is permitted to enter residence for this purpose only and does not need to provide additional access notice. • The landlord must give tenant at least 2 business days' notice that he is going to enter the residence unless there is an emergency or it is impracticable. • The landlord can only enter at reasonable times. 	ARS 33-1343	
5.	Security Deposits	<p><u>Moving in</u></p> <ul style="list-style-type: none"> • Landlord can require that the tenant make a security deposit to cover potential damages made to the property. • The amount of security deposit cannot be more than 1 ½ month's rent. • When the tenant moves in, the landlord must give tenant a signed copy of the lease, a form recording any damages, and written notice that tenant may be present at the move out inspection. 	ARS 33-1321	

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No.	Video Script Titles	Topics Included	Authority	Priority
		<p><u>Moving out (sample)</u></p> <ul style="list-style-type: none"> • Tenant is required to ask the landlord when move out inspection will occur. • If tenant requests security deposit back after he has moved out, the landlord must either give it back or mail itemized list of everything subtracted from deposit for property damage within 14 days. • Any amount left over must be given to the tenant at that time. • If the landlord does not do so, the tenant can file suit in justice court and may recover twice the amount wrongfully withheld. 		
6.	Tenant Options if Landlord is not Following the Lease	<p><u>Self Help for Minor Defects (sample)</u></p> <ul style="list-style-type: none"> • If landlord fails to make repairs and the problem can be fixed for either less than \$300 or equal to one-half of monthly rent (whichever is greater), the tenant can notify the landlord that he is going to repair the problem at the landlord's expense. • The notification should be in writing. • If the landlord does not fix the problem within 10 days from receiving the notice, tenant can hire licensed contractor, submit a repair bill to landlord, and deduct the cost of repair work from his rent. • This provision does not apply if the damage was caused by tenant or one of his guests. <p><u>Failure to Supply Essential Services (sample)</u></p> <ul style="list-style-type: none"> • If landlord fails to provide running water, gas and/or electrical service, or fails to provide reasonable amounts 	ARS 33-1363	

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No.	Video Script Titles	Topics Included	Authority	Priority
		<p>of hot water, heat and/or cooling, then tenant may give notice to landlord that he is in breach of the lease.</p> <ul style="list-style-type: none"> • The tenant has 3 options: <ol style="list-style-type: none"> 1. Tenant can arrange for utilities on his own and deduct the cost from the rent. With utility company's approval, a group of tenants can pay landlord's delinquent utility bill and deduct the amount from their rent. 2. Tenant can file suit and recover damages based on the decreased fair rental value of the residence. 3. Tenant can find substitute housing during the period of the landlord's non-compliance. If this occurs, the tenant is excused from paying rent for as long as the landlord does not provide the essential service. <p><u>Other Non-Compliance by Landlord</u></p> <ul style="list-style-type: none"> • If landlord fails to comply with the lease in a material way, tenant can deliver a written notice to landlord explaining the failure and stating that the lease will terminate in 10 days. • If landlord's non-compliance is materially affecting tenant's health and safety, then the same notice can state that the lease will end in 5 days. • There are 2 exceptions: <ul style="list-style-type: none"> ○ If the problem can be fixed before the date specified on the notice, then lease will continue. ○ The problem cannot have been caused by the tenant or his guest. 	<p>ARS 33-1364</p> <p>ARS 33-1361</p>	

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7.	Military Orders and Lease Provisions	<ul style="list-style-type: none"> • Under the Servicemembers’ Civil Relief Act (SCRA), a military member, and his family members who may have responsibility under the lease, can break the lease if: <ol style="list-style-type: none"> 1. Lease was signed before starting active duty 2. Lease was signed by reserve or guard member being recalled to active duty for at least 180 days 3. Upon receipt of Permanent Change of Station orders 4. Upon receipt of deployment orders where the deployment period is at least 90 days • Military tenant is still responsible for any reasonable repair costs to the residence beyond normal wear and tear. • To terminate lease, military member must provide landlord with written notice and copy of the orders by delivering the notice in person or mailing it certified mail, return receipt. (<i>sample</i>) • Leases end on the last day of the month following the month where proper notice was given. <ol style="list-style-type: none"> 1. For example, if notice was given on 7/20, the effective date of termination would be 8/31. 	<p>50 USC App. 535(a) 50 USC App. 535(a)(2)</p> <p>50 USC App. 535 (c)(1)(A) 50 USC App. 535(c)(2)</p>	
8.	Protection for Domestic Violence Victims	<ul style="list-style-type: none"> • A victim of domestic violence can break the lease if tenant provides written notice to landlord. • As proof, tenant should provide either a copy of the Order of Protection or the police report. • If landlord requests it, the tenant must provide documentation showing that the Order of Protection has been submitted to be served. • If tenant falsely claims to be a victim of domestic violence, tenant may be charged with a criminal offense and may have to pay landlord treble damages. 	ARS 33-1318	

Proposal for Video Scripts Production - Regarding Landlord/Tenant Eviction Law

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9.	Protection from Discrimination	<ul style="list-style-type: none"> Landlord cannot refuse to rent a place to someone because they have children. 	ARS 33-1317	
10.	Protection from Retaliation	<ul style="list-style-type: none"> Landlord may not retaliate against the tenant by increasing rent, decreasing services or threatening an eviction because the tenant complained to a government agency about violations that significantly affects health and safety. If tenant complained about violations before an eviction is filed, there is a presumption that the eviction is in retaliation if the actions occurred within 6 months before the eviction was filed. 	ARS 33-1381	
11.	Public Housing or Section 8 Housing	<ul style="list-style-type: none"> If you live in public housing, subsidized housing or have a Section 8 voucher, you may have other protections in federal law. 	24 C.F.R. 982.310 24 C.F.R. 982.451 24 C.F.R. 982.401 24 C.F.R. 982.404	
12.	Landlord Options if Tenant is Not Following the Lease	<ul style="list-style-type: none"> Landlord can begin the process to start an eviction action if tenant is not following the lease requirements. Landlord must provide notice before filing the eviction action. The type of notice and the time the tenant has to fix the problem depends on the nature of the allegation. Note: These time standards are different for tenants renting a space in a mobile home park. <p><u>Non-Payment of Rent</u></p> <ul style="list-style-type: none"> Before a lawsuit can be filed for non-payment of rent, the tenant must be given a 5-day notice and an opportunity to pay the amount due in full. The eviction lawsuit can be filed on or after the 6th calendar day. 		

SRL-LJC Workgroup (ACAJ)

Staff recommendations for video production

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No.	Video Script Titles	Topics Included	Authority	Priority
		<ul style="list-style-type: none"> • The tenant can pay all of the rent and any late fees any time before the lawsuit is filed and avoid eviction. <p><u>Material Non-Compliance</u></p> <ul style="list-style-type: none"> • If landlord alleges material non-compliance with the lease (e.g., unauthorized pet), landlord must give tenant a 10-day notice and an opportunity to come into compliance with the terms of the lease. The eviction can be filed on or after the 11th day. <p><u>Material Non-Compliance Affecting Health and Safety</u></p> <ul style="list-style-type: none"> • If landlord alleges material non-compliance with the lease that affects health and safety, landlord must give tenant a 5-day notice and an opportunity to come into compliance with the terms of the lease. The eviction can be filed on or after the 6th day. <p><u>Material and Irreparable Breach</u></p> <ul style="list-style-type: none"> • If landlord alleges tenant has committed material and irreparable breach (e.g., gang activity), then landlord can deliver a notice of immediate termination of rental agreement. Lawsuit can be filed on the same day. 		
13.	Acceptance of Partial Payments	<ul style="list-style-type: none"> • A landlord is not required to accept a partial payment of rent or other charges. • A landlord accepting a partial payment of rent or other charges retains the right to proceed against a tenant only if the tenant agrees in writing that the landlord can do so. 	ARS 33-1371 RPEA 13(a)(4)	

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14.	Protection for tenants from being locked out or forced out of the rental	<ul style="list-style-type: none"> • A landlord must never attempt to physically evict a tenant (for example, by removing the tenant’s belongings or changing the locks on the rental unit). This is called a “self-help” measure, and it is unlawful. • Only a judge can order a tenant to move out. • If the landlord locks out the tenant, the tenant should contact the police. The police may be able to get the tenant back into the rental. • If the landlord changes the locks, takes off doors or turns off utilities, and landlord has <u>not</u> filed an eviction action: <ol style="list-style-type: none"> 1. Tenant will need to file an eviction case against the landlord. This is referred to as a “reverse” eviction. The tenant can follow the informational materials for a landlord filing an eviction action. 2. The tenant can ask for either to end the rental agreement or get possession of the rental, and ask for damages of 2 times the rent or 2 times the actual damages, whichever is greater. • If landlord locks out tenant <u>after</u> an eviction action is filed, the tenant should come to court and let the judge know. A tenant can file a counterclaim. <ol style="list-style-type: none"> 1. The tenant can ask either to end the rental agreement or get possession of the rental and in either case, ask for damages 2 times the rent or 2 times the actual damages, whichever is greater. 	A.R.S. 33-1367	

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15.	Tenant notice to landlord to end rental agreement	<ul style="list-style-type: none"> • For week to week tenant, tenant may end the rental agreement by giving the landlord a written notice to move at least 10 days before the last day of the week to week period. • For month to month tenant, tenant may end the rental agreement by giving landlord a written notice to move at least 30 days before the last day in the month to month period. • What if it is a year lease? 	ARS 33-1375	
16.	Landlord notice to tenant to end rental agreement	<ul style="list-style-type: none"> • For week to week tenant, landlord may end the rental agreement by giving the tenant a written notice to move at least 10 days before the last day of the week to week period. • For month to month tenant, landlord may end the rental agreement by giving tenant a written notice to move at least 30 days before the last day in the month to month period. • If tenant remains in rental after the notice, the landlord may sue for possession of the rental. 	ARS 33-1375	
17.	How to provide notice and how to count days in which to act	<ul style="list-style-type: none"> • The landlord may give the notice by hand delivery or by certified mail. <ol style="list-style-type: none"> 1. The days in the notice start to count on the day after the day the notice is hand delivered; or 2. If sent by certified mail, the day after the tenant signed the green card or on the 6th day after the envelope was mailed, whichever comes first. (Examples) 		

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		<p>amount in dispute is \$10,000 or less) or superior court in the county in which the rental unit is located.</p> <ul style="list-style-type: none"> At the hearing, a judge will listen to the landlord as well as the tenant. The judge then will decide, on the basis of what the landlord and the tenant have said, whether or not the tenant will be evicted. An eviction action should not be filed if you already moved out of the rental. If you moved out of the rental and owed rent, the landlord must file a separate lawsuit for the rent owed. 		
21.	Landlord must give tenant the notice	<ul style="list-style-type: none"> Before the landlord can file an eviction action, the landlord must give notice to the tenant. The landlord may give the notice by hand delivery or by certified mail. 		
22.	How to count days in which to act	<ul style="list-style-type: none"> If a court enters an order, the day the court enters the order does not count toward your time. If the court gives you 5 days to move, the 5 days start to county after the court enters the order (Example) In most situations, when you count days, weekends and holidays are counted. If the court enters an order and specifies the date you must move by, you do not get the extra day. (Example) 		
23.	What is a Summons and Complaint in an Eviction Action?	<ul style="list-style-type: none"> Once the landlord files a complaint, the tenant receives a copy of the complaint and a summons. The eviction lawsuit consists of 2 main documents: Summons and Complaint. 		

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		<ul style="list-style-type: none"> • The Summons tells the tenant when and where to appear. It will also tell you what you need to do if you need an interpreter or accommodation for a disability. • The Complaint tells the tenant what the landlord is requesting. The document will include the names and contact information for the landlord, tenant and the court. This document is filled out by your landlord and claims that you have failed to pay rent or violated some other term of your lease or the landlord tenant act. • If the tenant wishes to fight the eviction, the tenant must be present in court for this hearing. 		
24.	Requesting a continuance	<ul style="list-style-type: none"> • Any request to continue the court date must be in writing. • The tenant may request a brief postponement of the hearing if the tenant can show good cause. • A continuance will not be for more than 3 days unless the parties agree to a longer continuance. • The case may be continued because a judge's schedule. 		
25.	What is Service of Process?	<ul style="list-style-type: none"> • It is how the tenant receives the legal documents from the court. • A person can be served the paperwork at the premises by a process server or law enforcement person. • If no one is home, the paperwork can be posted on the door or other conspicuous place at the home and mailed certified mail to that address. 		
26.	What must be in the lawsuit and other court documents?	<ul style="list-style-type: none"> • The legal documents include the summons, complaint, Residential Eviction Information Sheet (explains your rights and obligations), and a copy of any notice provided. 		

SRL-LJC Workgroup (ACAJ)

Staff recommendations for video production

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27.	When can a tenant fight the eviction? What are the possible grounds?	<ul style="list-style-type: none"> • The tenant might have grounds to fight an eviction if: <ol style="list-style-type: none"> 1. The tenant has paid rent in full (Given how frequently disputes over payment arise between landlords and tenants, it is strongly advised that tenants pay their monthly rent (and security deposit) by check or money order or otherwise have their landlords sign for receipt of rent payment by cash (on a document that specifies the amount that was paid, the month for which it was paid, and the date on which it was paid)) 2. The tenant has fixed the problem described by the landlord (If the tenant fixes a problem involving a failure to properly maintain the rental unit within 5 days of receiving written notice, or a problem involving a violation of the lease or rental agreement within 10 days of receiving written notice, then the landlord generally may not continue to seek an eviction on those grounds. 3. The landlord did not use the proper procedure for filing an eviction complaint (If the landlord did not provide the tenant with formal written notice before filing an eviction complaint, then the landlord will have to begin the whole process again, and the tenant will have additional time to either pay the rent that the tenant owes or fix the problem that the landlord describes in the letter to the tenant.) 4. The landlord engaged in “self-help” measures to physically evict the tenant from the rental unit (A tenant whose landlord “unlawfully removes or excludes the tenant from the premises or willfully diminishes services to the tenant by interrupting or 	<p>A.R.S. 33-1368(B) A.R.S. 33-1368(A) A.R.S. 33-1367 A.R.S. 33-1381 A.R.S. 33-1324 Title VIII of the federal Civil Rights Act of 1968</p>	

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No.	Video Script Titles	Topics Included	Authority	Priority
		<p>causing the interruption of electric, gas, water or other essential service to the tenant” may choose to either (a) recover possession of the rental unit or (b) terminate the rental agreement. And, in either case, the tenant will be owed either two months’ rent or twice the actual damages sustained by the tenant (whichever is greater.)</p> <p>5. The tenant is being evicted for exercising the tenant’s legal rights (A landlord is barred from seeking an eviction in response to any of the following:</p> <ul style="list-style-type: none"> (i) the tenant has complained to a government agency about a building or health code violation (ii) the tenant has complained to the landlord about repairs that the landlord is required to make under A.R.S. § 33-1324 (“Landlord to maintain fit premises”) (iii) the tenant has organized or become a member of a tenants’ union or similar organization (iv) the tenant has complained to the government agency in charge of enforcing the wage-price stabilization act. <p>Any attempted eviction that comes within 6 months of any such prior complaint by the tenant will be presumed by the court to be an act of “retaliation” and the landlord will have the burden of proving otherwise to the judge. (But none of this will matter if the tenant has not paid rent.)</p> <p>6. The landlord is seeking the eviction for discriminatory reasons (It is unlawful under the Fair</p>		

SRL-LJC Workgroup (ACAJ)
Staff recommendations for video production

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		<p>Housing Act (Title VIII of the federal Civil Rights Act of 1968) for a landlord to discriminate against a tenant based on race, religion, gender, national origin, disability, and familial status (e.g., whether the tenant is divorced or pregnant or has children under the age of 18).)</p> <p>IMPORTANT NOTE: A tenant who fights an eviction action in court and loses may be required by the court to pay the landlord’s attorney fees and court costs. This means that the decision to fight an eviction should not be taken lightly. In some cases, mediation may be an alternative worth exploring.</p>		
28.	<p>When is the landlord required to accept payment, and may not continue to seek an eviction on non-payment grounds?</p>	<ul style="list-style-type: none"> • If the tenant pays the entire rent that the tenant owes within the 5-day period after the tenant has received formal written notice from the landlord, then the landlord generally is required to accept that payment and may not continue to seek an eviction on non-payment grounds. • If the tenant pays the entire rent that the tenant owes (plus any applicable and reasonable late fees as stated in the rental agreement) after the 5-day period but before the landlord has filed a complaint with the court to begin the eviction process, then the landlord generally is required to accept that payment and may not continue to seek an eviction on non-payment grounds. • If the tenant pays the entire rent that the tenant owes (plus any applicable and reasonable late fees as stated in the rental agreement) after the landlord has filed a complaint 	A.R.S. 33-1368(B)	

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		<p>with the court to begin the eviction process but before the judge has made a final decision, then the landlord generally is required to accept that payment and may not continue to seek an eviction on non-payment grounds if the tenant also pays the landlord's attorney fees and court costs.</p> <ul style="list-style-type: none"> • If the tenant wishes to pay the entire rent that the tenant owes plus any applicable and reasonable late fees as stated in the rental agreement plus the landlord's attorney fees and court costs after the judge has decided in favor of the landlord and granted the eviction, then the choice of accepting that payment and reinstating the rental agreement is entirely at the discretion of the landlord. 		
29.	What Will Happen at the Hearing in Court?	<ul style="list-style-type: none"> • When the judge calls your case, come up to the bench. Tell the judge your name. They will ask you if you agree or disagree with the landlord's claims. • What is an answer? • What is an affirmative defense? • What is a counterclaim? • The judge will make a decision and find for the landlord or tenant. • If you agree with the claims in the complaint, the judge will sign a judgment and give you a copy. • The judgment will tell you how much money you owe and when you have to move from the home. • If you disagree with the claims made by the landlord, the judge will hear what you have to say and determine whether you have a legal defense to the claims. The judge may set the matter over for a trial or may hear the 		

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		<p>evidence right then so be prepared to show the judge your proof.</p> <ul style="list-style-type: none"> If the judge determines that you are responsible, you will have a judgment entered against you. The judgment will explain how much you owe and when you have to leave. If the judge determines that you are right and did not breach the lease, the judge will enter a ruling that says the landlord did not win and that you can stay. 		
30.	Should I attend the hearing?	<ul style="list-style-type: none"> If the tenant does not come to court for the hearing, the judge will only have the landlord's documents to review and a judgment will likely be entered against you and in favor of the landlord. 		
31.	What if I have public housing, subsidized housing or a Section 8 voucher	<ul style="list-style-type: none"> You may have other protections in federal law. You should tell the judge that you live in this type of housing and bring a copy of the public housing or subsidized housing contract, lease and lease attachments that explain the amount of rent you owe and other rights you may have. 		
32.	What is a Judgment?	<ul style="list-style-type: none"> The judgment will tell the tenant how much money the tenant owes and when the tenant has to move from the home. Breakdown of fees and costs. 		
33.	What is a Default Judgment?	<ul style="list-style-type: none"> If you did not come to court and a judgment was entered against you, it is called a Default Judgment. 		

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34.	What is a Stipulated Judgment?	<ul style="list-style-type: none"> If you and the landlord decide to work things out and they agree to let you stay, you need to put that agreement in writing. While you are waiting for the judge to come into the courtroom, the landlord's attorney may ask to speak to you and want you to settle the case and sign a document. It is your choice if you want to settle the case. Be sure you understand any agreement and read any document before you sign it. You do not have to settle your case. If you do not settle the case, you will be able to explain your case to the judge. 		
35.	What if the tenant does not want to stay or cannot work it out with the landlord?	<ul style="list-style-type: none"> If you don't want to stay or can't work it out with the landlord, you need to make plans to move all of your stuff out of the home within the next 5 days. If the eviction was for something the court deems irreparable, the court can require you to move out in as few as 24 hours from court. 		
36.	What is a Writ of Restitution?	<ul style="list-style-type: none"> The judge may order the tenant to move by a certain date. If the tenant does not move by then, the landlord can file a writ of restitution. This is an order that tells the constable to remove the tenant from the rental. The constable or sheriff will come to the residence with the landlord and the tenant will be required to leave the home right then. Usually the judge will give the tenant 5 calendar days to move. In the case of an immediate eviction for serious violations, the judge will order the tenant to move out immediately. The landlord will get the writ between 12 and 24 hours after the judgment is signed. 	A.R.S. 12-1178(D)	

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No.	Video Script Titles	Topics Included	Authority	Priority
		<ul style="list-style-type: none"> • You will be able to take some property with you such as clothes, tools, professional books, identification, medication and financial documents. For other property, you will need to make arrangements to come back to the rental within 21 days and get your property. In most cases, the landlord will change the locks. • If after the constable tells you to leave, you try to go back to the rental without permission, you may be charged with a criminal offense. 		
37.	Appealing from a Judgment	<p><u>Appeal of a Judge’s Decision When Tenant Did Not Come to Court and Lost</u></p> <ul style="list-style-type: none"> • If you did not come to court and a judgment was entered against you, it is called a Default Judgment. • A tenant cannot appeal a default judgment. Instead, the tenant must first ask the judge to vacate the judgment. If the judge vacates the judgment, the judgment is gone. If the judgment is gone, then the judge will make a new decision. The tenant and the landlord can appeal the new decision. If the judge does not vacate the judgment, you can appeal that decision. The same rules apply to a landlord who did not come to court and lost and wants to file an appeal. <p><u>Appeal of Judge’s Decision When You Came to Court and Lost</u></p> <ul style="list-style-type: none"> • The steps to file an appeal <ul style="list-style-type: none"> ▪ A tenant may appeal a justice court judgment to the Superior Court. To appeal, the tenant must do file a notice of appeal, pay money to the court called a cost bond, and file a designation of record within 5 days of the date of 	<p>Superior Court Rules of Civil Appellate Procedure, Rule 8</p> <p>Rule 6 of Superior Court Rules of Appellate Procedure</p>	

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No.	Video Script Titles	Topics Included	Authority	Priority
		<p>the judgment.</p> <ul style="list-style-type: none"> ▪ Time to file the notice of appeal <ul style="list-style-type: none"> ▪ Either party may appeal an eviction judgment by filing a Notice of Appeal within 5 calendar days from the date of judgment. ▪ If a judgment is for the landlord and is for a material and irreparable violation, the Writ of Restitution will be carried out within 12-24 hours. The Notice of Appeal in this situation should be filed before the writ is issued if you want to remain in the rental. ▪ The judge cannot extend the time for the appeal. <p>Please Note: The filing of a notice of appeal does not stop the landlord from:</p> <ul style="list-style-type: none"> • Having the constable remove the tenant from the rental or • Collecting the money owed in the judgment from the tenant. • To stop these things from happening during the appeal, a tenant will have to post the following bonds. <p><u>To Stay in Rental During the Appeal When the Tenant Lost</u></p> <ul style="list-style-type: none"> ▪ Filing a Notice of Appeal does not by itself stop the Writ of Restitution. If you want to stay in the rental during the appeal, you must file a supersedeas bond. This bond amount is set by the judge and cannot be waived. <ul style="list-style-type: none"> ▪ A supersedeas bond is paid to the court that entered the judgment. ▪ How the supersedeas bond is determined. • You should try to file the supersedeas bond before the constable comes out to remove you. 		

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No.	Video Script Titles	Topics Included	Authority	Priority
		<p><u>To Stop the Landlord from Collecting the Money Judgment During the Appeal</u></p> <ul style="list-style-type: none"> • Filing a Notice of Appeal does not stop the landlord from collecting the money judgment such as by garnishment of wages. To stop a collection, a bond must be filed. • The tenant will have to pay to the court that entered the judgment the amount of the judgment that the tenant is appealing. This also is called a “supersedeas bond” or “rent pending appeal.” • If the tenant is appealing the entire judgment, the tenant should pay the full judgment, attorney fees and costs listed on the judgment to the court. • The tenant should not pay any rent directly to the landlord during the appeal. <p><u>Other Steps in the Appeal</u></p> <ul style="list-style-type: none"> • Get copy of court CD from the Justice Court. • After the Justice Court receives the record and the Notice of Appeal, it will tell the tenant when the first memo is due. The due date is 60 days from the deadline to file the notice of appeal. • The landlord has 30 days to file a response memo giving the landlord’s reasons why the tenant should lose. • The tenant must get permission from the Superior Court to file a reply memo. • Either party can file an appeal of the Superior Court’s decision to the Arizona Supreme Court. • Be sure to tell the court if you move. The court has “change of address” forms you can use. 		

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No.	Video Script Titles	Topics Included	Authority	Priority
38.	What happens to evicted tenant's personal belongings?	<ul style="list-style-type: none"> • If a tenant is evicted from a rental unit and leaves personal belongings behind, the landlord must hold those belongings for a period of at least 21 days beginning on the day that the court returns possession of the rental unit to the landlord. The landlord may charge the tenant for any reasonable cost incurred in storing and/or removing the tenant's belongings. • If the rental unit is used to store the property, then the landlord may change the locks on that unit at the landlord's discretion. The landlord must prepare an inventory and promptly notify the tenant of the location (as well as the cost of storage and removal, if any) of the tenant's personal belongings by sending a notice by certified mail addressed to the tenant's last known address and to any of the tenant's alternative addresses known to the landlord. • Within 5 days after a written offer by the tenant to pay any reasonable costs related to the storage and/or removal of the tenant's personal belongings, the landlord must, upon payment by the tenant, return them to the tenant. If the landlord fails to do so, then the tenant may recover those belongings or an amount equal to the damages determined by the court if the landlord has destroyed or disposed of them before the 21-day period has elapsed or after a written offer by the tenant to pay. • Although a tenant who has been evicted from a rental unit and left personal belongings behind generally has no right of access to those belongings until full payment has been 	<p>A.R.S. 33-1368(E) A.R.S. 33-1368(F)</p>	

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No.	Video Script Titles	Topics Included	Authority	Priority
		<p>made to the landlord for their storage and removal, this rule does not apply to certain items. The following items must be made available to the tenant by the landlord immediately upon request:</p> <p>(a) clothing, (b) the tools, apparatus and books of a trade or profession, (c) identification or financial documents (including documents related to the tenant’s immigration status, employment status, public assistance, and medical care).</p>		

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No.	Video Script Titles	Topics Included	Authority	Priority
C. LANDLORDS THINKING OF FILING AN EVICTION ACTION				
39.	What are the steps?	<ul style="list-style-type: none"> • The First Step in the Eviction Process: Landlord Notice to Tenant of Tenant Violations, as Required • Landlord Notice to Tenant to End Rental Agreement • Landlord Must Give the Tenant the Notice • The Second Step in the Eviction Process: Filing the Eviction in Court • If You Represent Yourself • Where to File the Eviction • What Pleadings to File • Getting the Summons Issued • Court Fees • Serving the Court Papers • The Third Step in the Eviction Process: Going to Court • Continuing the Court Date • What Will Happen on the Scheduled Court Date • Prior to the hearing • Tenant response • The hearing on your case • The Judge’s Decision • If the judge finds for the landlord • If the judge finds for the tenant • Judgment • Right to Stay in Rental After Eviction Case Filed • Offers to Settle the Case • A Jury Trial • If the Judge Orders the Tenant to Move Out 		

Proposal for Video Scripts Production - Regarding Landlord/Tenant Eviction Law

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No.	Video Script Titles	Topics Included	Authority	Priority
		<ul style="list-style-type: none"> • Appeal of a Judge’s Decision When You Did Not Come to Court • Appeal of Judge’s Decision When You Came to Court • The steps to file an appeal • Time to file the notice of appeal • To Stop the Tenant from Collecting the Money Judgment During the Appeal • Other Steps in the Appeal • If You Move 		

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No.	Video Script Titles	Topics Included	Authority	Priority
D. MOBILE HOME SPACES				
40.	What is the Arizona Mobile Home Parks Residential Landlord and Tenant Act?	<ul style="list-style-type: none"> • There is a separate set of statutes that govern mobile home spaces. • Mobile home parks rent lots to tenants who pay monthly rent to their landlords. • The dwelling is owned by the tenant, not the landlord. Therefore, the cost of erecting the dwelling is the tenant's, not the landlord's. • If the tenant moves, he must dispose of the dwelling. He can take it with him or he can sell it to another party. In these cases, it is not the landlord who will be choosing who lives on the rental premises, but the former tenant. The landlord can only approve or disapprove the choice. 	<p>A.R.S. 33-1401 – 33-1501 A.R.S. 33-1452E(3)</p>	
41.	Special Rules on Leases	<ul style="list-style-type: none"> • The initial tenancy must be in writing. • The tenant, but not the landlord, can demand a 4-year lease. A 4-year lease does not necessarily freeze rent but it will allow the tenant to know how much rent will be due over the next 4 years. • Rent increases are highly regulated by statute. When a lease expires, the landlord can unilaterally increase rent by giving the tenant a 90-day notice of the new amount. • If the new rent exceeds 10% of the Consumer Price Index, then the tenant becomes eligible for relocation assistance from the State Mobile Home Relocation Fund. • Late charges of \$5 per day are allowed if rent is not paid by the 7th of the month. Consequently, if rent is paid by the 6th, there is no late charge; after that, the fee is \$5 per day retroactive to the rental due date. 	<p>A.R.S. 33-1413A A.R.S. 33-1413K A.R.S. 33-1413G A.R.S. 33-1432F A.R.S. 33-1476.04 A.R.S. 33-1414C A.R.S. 33-1414A(4)</p>	

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No.	Video Script Titles	Topics Included	Authority	Priority
42.	Termination Notices	<ul style="list-style-type: none"> • Rather than a 5-day notice, a 7-day notice for non-payment of rent is required. • If there is a non-compliance that does not involve health and safety, then the tenant has 14 days to cure it or 30 days to move out. • If there is a non-compliance that involves health and safety, then the tenant has 10 days to cure it or 20 days to move out. • If there is an immediate and irreparable breach, then an immediate written notice “may” be delivered. 	<p>A.R.S. 33-1476E A.R.S. 33-1476D(1) A.R.S. 33-1476D(2) A.R.S. 33-1476D(3)</p>	

This is the time set for the Country Meadows Eviction calendar.

Most cases today are evictions for non-payment of rent, so that's what I will talk about.

When I call your case, please come forward. Before I take the bench I will have verified that the file contains all the necessary paperwork. If something is missing I will ask for it when the parties come forward.

Please understand that once the lawsuit has been filed, the landlord is entitled to add court costs and attorney fees to the rent and late fees that are owed to date. You can avoid a judgment against you if you pay the full amount owed before the judgment is signed.

You may file a written answer to the complaint before I call the case or you may answer orally when you come forward. You may also file a written counterclaim.

If I determine that you may have a legal defense or there are facts in dispute, I will set the case for trial. The trial might be heard today but could also be continued to the next eviction calendar. You can only request a jury if there are facts in dispute that a jury can decide.

We understand that tenants fall on hard times for all sorts of reasons and it is no reflection on you as a tenant that you haven't been able to pay your rent. But the judge must follow the law. And the law does not consider hardship as a legal defense to the non-payment of rent.

A legal defense might be that you did pay the rent, that the landlord accepted a partial payment, or that you were not given proper notice.

The law does not allow tenants to withhold rent for any reason not authorized by law. There are situations where the tenant may pay to obtain a service the landlord is not providing, like water or heating, or may find reasonable substitute housing in the meantime. And can then discount the money spent from the rent owed. But the tenant must have first given the landlord reasonable notice and then actually obtain the services or the housing. Tenant may not simply stop paying rent.

You might be entitled to recover damages because you believe you were paying more rent than you should have if the landlord was not complying with the rental agreement. But you might have to do that in a separate lawsuit.


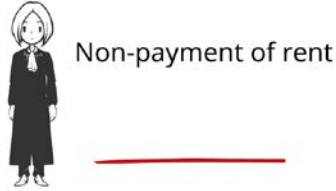


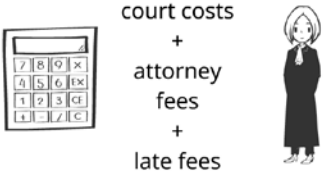

If you are ordered evicted, the judgment will say that you must move out in 5 days. We know that does not give you much time but that is what the law says and the judge cannot change that without agreement from the landlord. The judgment will also include past due rent, late fees, other fees that may be in the lease, unpaid utilities, court costs and attorney fees. The landlord may be entitled to some other damages but only if they are proved and were included in the complaint.






Once a judgment is signed it will be on your record and rental history. If you pay the full amount of the judgment, the landlord must file a document called a satisfaction of judgment with the court indicating the debt was paid. But it will remain on your record. The only way to get a judgment removed from your record is to have the landlord vacate the judgment. That is something you would have to work out with him.




We find that many times after a judgment is signed, landlords are willing to work with the tenants. They are under no obligation to reinstate the lease even if you pay everything that you owe. But many times they work with the tenants to help them stay in the rental. You should talk to your landlord to see if you can come to some kind of agreement. Be sure to get any agreement you make in writing.



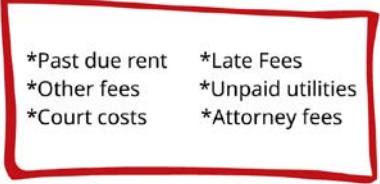


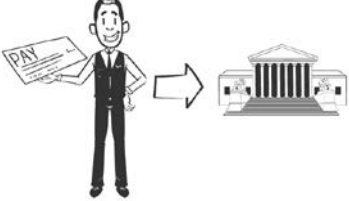
Most landlords today will be represented by an attorney. Many of them might offer to talk to you and you may talk to the attorney if you want. As officers of the court, they have an obligation to be truthful with you and not mislead you, but they are defending their clients, not you. If you reach an agreement with them they can turn it in to the judge and you don't have to stay or you can stay and talk to the judge.








If you are being evicted for some other reason that is not failure to pay rent, a lot of the information I have just given still applies to you. But I will explain anything that is different in your case when you come forward.




No.	Narration	Directives	Visual/Graphics	Time
1	<i>(Music fades in)</i>	<i>(VO – “Today’s Eviction Calendar... what you need to know.”</i>		
2	This is the time set for the eviction calendar. Most eviction cases are for non-payment of rent, so that’s what we’re going to talk about.	<ul style="list-style-type: none"> • Neutral judge speaking • “Non-payment of rent” to correspond to narration 		
3	When your case is called, please come forward.	<ul style="list-style-type: none"> • Judge speaking at bench • Litigant walking toward bench • “When I call your name come forward.” 		
4	Before taking the bench, the judge will verify that the file contains all the necessary paperwork. If something is missing the judge will ask for it when the parties come forward.	<ul style="list-style-type: none"> • Judge behind desk reviewing files or writing 		
5	Please understand that once the lawsuit has been filed, the landlord is entitled to add court costs and attorney fees to the rent...and late fees that are owed to date.	<ul style="list-style-type: none"> • On right, judge standing • On left, calculator image • Middle, delayed entrance “court costs + attorney fees + late fees” 		
6	You can avoid a judgment against you if you pay the full amount owed before the judgment is signed.	<ul style="list-style-type: none"> • Static text “Judgment” • Enter “no” symbol • Both images exit • Check and money symbol 		

7	You may file a written answer to the complaint before the case is called or you may answer orally when you come forward.	<ul style="list-style-type: none"> • “File a written answer” • “Answer orally” 	<p>1. File a written answer 2. Answer orally</p>	
8	You may also file a written counterclaim.	<ul style="list-style-type: none"> • Pad and paper • Text “You may also file a written counterclaim.” 	 <p>You may also file a written counterclaim</p>	
9	If the judge determines that you may have a legal defense or there are facts in dispute, the judge will decide to set the case for trial.	<ul style="list-style-type: none"> • Judge walks across screen • “Trial” delayed entrance on right screen 	 <p>Trial</p>	
10	The trial might be heard today, but it could also be continued to the next eviction calendar.	<ul style="list-style-type: none"> • “Trial” tex on left screen • “Today, or” speech bubble • “continued” speech bubble 	<p>Trial</p> <p>Today, or</p> <p>Continued</p>	
11	You can only request a jury if there are facts in dispute that a jury can decide.	<ul style="list-style-type: none"> • Jury image • “Facts in dispute?” 	 <p>Facts in dispute?</p>	
12	We understand that tenants fall on hard times for all sorts of reasons and it’s no reflection on you as a tenant that you haven’t been able to pay your rent.	<ul style="list-style-type: none"> • Woman crying sits on bench • Finances, family, transportation concepts surround her indicating hardships 		
13	But the judge must follow the law...and the law doesn’t consider hardship as a legal defense to the non-payment of rent.	<ul style="list-style-type: none"> • Judge walks and talks across screen 		

14	A legal defense might be that you did pay the rent, that the landlord accepted a partial payment, or that you were not given proper notice.	<ul style="list-style-type: none"> • Judge close-up with finger pointing at reasons • Text “Paid rent” “Accepted partial payment” “Not given proper notice” 	<p>Paid rent Accepted partial payment Not given proper notice</p> 	
15	The law doesn't allow tenants to withhold rent for any reason which isn't authorized by law.	<ul style="list-style-type: none"> • Scales of justice left screen • Text “Tenants may not withhold rent for any reason unless law allows.” 	 <p>Tenants may not withhold rent for any reason unless law allows</p>	
16	There are situations where the tenant may pay to obtain a service the landlord is not providing, like water or heating, or may find reasonable substitute housing in the meantime.	<ul style="list-style-type: none"> • 		
17	The tenant can then discount the money spent from the rent owed.	<ul style="list-style-type: none"> • 		
18	But the tenant must have first given the landlord reasonable notice and then actually obtain the services of the housing.	<ul style="list-style-type: none"> • 		
19	The tenant may not simply stop paying rent.	<ul style="list-style-type: none"> • 		
20	You might be entitled to recover damages because you believe you were paying more rent than you should have if the landlord was not complying with the rental agreement.	<ul style="list-style-type: none"> • 		
21	But you might have to do that in a separate lawsuit.	<ul style="list-style-type: none"> • 		
22	If you are ordered evicted, the judgment will say that you must move out in 5 days.	<ul style="list-style-type: none"> • Text “5 days” • Elephant image moves text off-screen 	<p>5 days</p> 	

23	We know that doesn't give you much time, but that's what the law says and the judge cannot change that...	<ul style="list-style-type: none"> • Judge sitting at desk thinking • Text "Can't change without ..." 	 <p>Can't change without ...</p>	
24	...without agreement from the landlord.	<ul style="list-style-type: none"> • Landlord and tenant shaking hands • Text "Agreement with the landlord" 	 <p>Agreement with the landlord</p>	
24	The judgment will also include past due rent, late fees, other fees that may be in the lease, unpaid utilities, court costs and attorney fees.	<ul style="list-style-type: none"> • Frame with text of fees and costs enumerated 		
25	The landlord may be entitled to some other damages but only if they are proved and were included in the complaint.	<ul style="list-style-type: none"> • Landlord image on right screen • Animate from bottom to top text "Damages proved and included in the complaint" 	<p>Damages proved and included in the complaint</p> 	
26	Once a judgment is signed it will be on your record and rental history.	<ul style="list-style-type: none"> • Judge signing document in office 		
27	If you pay the full amount of the judgment, the landlord must file a document called	<ul style="list-style-type: none"> • Image of landlord holding a check left screen • Image of arrow pointing to the right • Image of courthouse right screen 		
28	a satisfaction of judgment with the court indicating the debt was paid.	<ul style="list-style-type: none"> • Text "Satisfaction of judgment" 	<p>"Satisfaction of judgment"</p>	

29	But it will remain on your record.	<ul style="list-style-type: none"> • Judge on screen right • Text “Judgment remains on your record” 	<p>Judgment remains on your record</p> 	
30	Many times after a judgment is signed, landlords are willing to work with the tenant to help them stay in the rental.	<ul style="list-style-type: none"> • Image of house to the left • Tenant seems happy in middle screen • Landlord neutral stance • 		
31	However, they are under no obligation to reinstate the lease even if you pay everything that you owe.	<ul style="list-style-type: none"> • Same image of house and landlord • Tenant is now neutral with arms crossed • No symbol over the house 		
32	You should talk to your landlord to see if you can come to some kind of agreement. And be sure to get any agreement you make in writing.	<ul style="list-style-type: none"> • Animated judge has serious talk about agreement to audience. 		
34	Typically most landlords will be represented by an attorney.	<ul style="list-style-type: none"> • Landlord stands in background with attorney forward 		
35	Many of them might offer to talk to you and you may talk to the attorney if you want.	<ul style="list-style-type: none"> • Tenant stands equally with landlord's attorney 		
36	As officers of the court, they have an obligation to be truthful with you and to not mislead you, but remember, they are defending their clients, not you.	<ul style="list-style-type: none"> • Text on left “Must be truthful with you” • Text on left “Defending their clients, not you” 	<p>Must be truthful with you</p> <p>Remember, they are defending their clients, not you.</p> 	

37	<p>If you reach an agreement with them they can turn it in to the judge and you don't have to stay or you can stay and talk to the judge.</p>	<ul style="list-style-type: none"> • Attorney with tenant on left, tenant holding agreement • Text "If you reach an agreement..." • 1. They can turn it in to the judge and you don't have to stay, OR • "2. You can stay and talk to the judge." 	<p>If you reach an agreement...</p>  <ol style="list-style-type: none"> 1. They can turn it in to the judge and you don't have to stay, OR 2. You can stay and talk to the judge. 	
38	<p>If you are being evicted for some other reason that is not failure to pay rent, a lot of this information still applies. If so, anything different in your case will be explained to you when you come before the judge.</p>	<ul style="list-style-type: none"> • Judge talking to audience 		
39	<p><i>(Music fades out)</i></p>	<ul style="list-style-type: none"> • Outro • Supreme Court seal • Copyright 	 <p>Maricopa County Justice Courts Country Meadows Copyright © 2017</p>	

For tenants who find themselves in a rental with a broken AC or heater, the law allows them to choose between one of three possible courses of action.

First, a tenant may send a written five-day notice to the landlord. In that notice, a tenant should state the exact problem with the AC or Heater. The tenant can state the lease will end if the landlord doesn't fix the problem within five days. If the landlord fails to fix the AC or Heater by the deadline, the tenant may send a follow-up letter telling the landlord of his decision to end the lease. After he sends that notice, the tenant may legally move out of the rental.

Second, under certain circumstances, a tenant may hire his own licensed contractor to repair an AC or Heater and hold the landlord responsible for the costs. To do so, a tenant must first send a written notice informing the landlord that he is going have the AC or Heater fixed at the landlord's expense. If the landlord does not repair the AC or Heater within ten days of receiving the notice (less time in the case of an emergency), the tenant may hire a licensed contractor to fix it. Once the work is completed, the tenant must then submit an itemized statement and waiver of lien to the landlord. After that, the tenant can deduct to the actual and reasonable cost of the work, up to \$300 or half of one month's rent, whichever is greater, from the next month's rent.

Under these first two options, the tenant may hand-deliver the written notice or send it via certified mail with return receipt to the landlord. If the tenant chooses to mail the notice, it is deemed 'received' by the landlord five days after mailing.

The third option involves situations when the landlord deliberately or negligently fails to provide adequate cooling or heating. In these situations, a tenant may give the landlord "reasonable" notice of the AC or Heater problem and choose one of three options. Under this option, "reasonable notice" may include a phone call, text message, or email. However, tenants are still encouraged to send a follow-up written notice. A reasonable time frame can vary depending on the season and conditions. For instance, in 115-degree weather, 48 hours may be reasonable whereas in 80 degree weather 10 days would be a reasonable time for the landlord to fix the AC.

After the tenant gives the landlord reasonable notice, he may choose to do only one of the following: 1) rent or buy a portable AC or Heater and deduct the reasonable cost from the rent; 2) sue the landlord for money damages based on the lower value of the rental due to a lack of cooling or heating; or 3) temporarily move out of the rental until the AC or Heater is repaired. By temporarily moving out, a tenant is excused from paying rent until the AC or Heater is fixed.

Tenants should keep a copy of all notices given to the landlord and receipts for all expenses incurred related to the AC or Heater problem.

A tenant may also file a lawsuit against the landlord for money damages due to a lack of AC or Heating or ask for a court order compelling the landlord to make the necessary repairs to the AC or Heater.

A tenant may not use these options if the AC or Heater problem was caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family or the tenant's guest. Lastly, tenants are encouraged to seek legal assistance if they need help with these matters.