

## Arizona Commission on Access to Justice SRL-LJC Workgroup

### Meeting Agenda

March 15, 2018 - 1:00 p.m. to 4:00 p.m.

State Courts Building ♦ 1501 West Washington ♦ Conference Room 332 ♦ Phoenix, Arizona

[ACAJ WEBPAGE](#)



TIME	AGENDA ITEM	PRESENTER
1:00 p.m.	<b>Welcome and Opening Remarks</b>	<i>Judge Anna Huberman, Maricopa County Justice Court</i>
1:05 p.m.	<b>Eviction-Related Projects</b> <ul style="list-style-type: none"> <li>• Review and approve logo for Legal Info Videos</li> <li>• Review comments and approve storyboards for video production               <ul style="list-style-type: none"> <li>○ A. What can a tenant do – My landlord is not following the lease</li> <li>○ B. Landlords – Going to court for an eviction action</li> <li>○ C. Landlords – What you need to know before going to court</li> <li>○ D. Your landlord is taking you to court</li> <li>○ E1. Overview of tenant defenses</li> <li>○ E2. Tenant defenses – non-payment</li> <li>○ F. What will happen in court</li> <li>○ G. What is a stipulated judgment</li> <li>○ H. How do I get my security deposit back</li> </ul> </li> <li>• Pending Production               <ul style="list-style-type: none"> <li>○ Landlord’s obligations</li> <li>○ Tenant’s obligations</li> <li>○ Tenant defenses – immediate</li> <li>○ Tenant defenses – 10-day</li> </ul> </li> </ul>	<i>Judge Huberman</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.

3:30 p.m. **Review Case Law Regarding Partial Acceptance of Rent in Section 8 Housing**

*Judge Huberman*

- Courtyard at Encanto v. Michael Delgado
- Redacted decision from Commissioner Myra Harris
- Myrtle Manor Apartments v. City of Phoenix
- National Corp. for Housing Partnerships v. Chapman

3:55 p.m. **Discuss next Access to Justice meeting report**

*All*

Wednesday, May 23, 2018 - 10:00 a.m. to 2:00 p.m.  
State Courts Building, Phoenix, Arizona  
Conference Room 119A/B

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**Arizona Commission on Access to Justice**  
**SRL-LJC Workgroup**  
**NOTES**  
**January 25, 2018**  
2:00 p.m. to 3:30 p.m.

**Present:** Judge Anna Huberman (chair), Judge Charles Adornetto, Mike Baumstark, Pamela Bridge, Scott Davis

**Telephonic:** Judge Thomas Berning

**AOC Staff:** Kathy Sekardi, Julie Graber

**Matters considered:**

**1. Welcome and opening remarks**

The January 25, 2018, meeting of the SRL-LJC Workgroup was called to order by Judge Anna Huberman, Chair, at 2:04 p.m.

**2. New Rule Petition**

Judge Huberman reviewed a new rule petition.

- **R-18-0020 – Pleading Requirements for Subsidized Housing in Eviction Actions**

The rule petition was filed by the State Bar on January 10, 2018. It would add pleading requirements to the complaint if the rental unit is subsidized housing as well as a disclosure requirement regarding rent apportionment between the tenant and the public housing entity.

Rule 5(b)(8): Some workgroup members were concerned that the amendments would require landlords to have to affirmatively state that the rental is not a subsidized housing unit. The following language was suggested: "If the rental is a subsidized housing unit, the complaint must state in bold type: **"This is a subsidized unit."**"

Rule 5(c)(8): Some workgroup members were concerned that the total amount of rent per month would be included several times in the complaint. The workgroup suggested striking "the landlord must state the total amount of the rent per month."

Rule 13(a)(5): Some concerns were raised that the court having to determine whether rent is subsidized is redundant and already part of the court's obligations. There was no consensus other than striking the first sentence.

**3. Eviction-Related Projects**

- Legal Info Video Logo: Staff requested that members provide alternative logo for Legal Info Videos.
- Review storyboards
  - Landlords – What You Need to Know Before Going to Court
    - Stamp "Breach" over graphic in slide 8.
    - The 5-day Notice graphic in slide 9 should be replaced with a 10-day Notice.

- What Will Happen in Court (\*workgroup did not complete the review of this storyboard)
  - Strike “the file contains all the necessary paperwork” and replace with “landlord filed the necessary paperwork” in slide 8.
  - Add “the first time you see the judge” after “You may only request a jury” to slide 17.
  - Strike “legal” in slide 20.
  - Add new slide 20a: “If the judge agrees with you, the case will be dismissed.”
  - Strike “not authorized by law” and replace with “unless the law allows” in slide 21. Add warning graphic.
  - Strike slides 23a to 23d.
- Your Landlord is Taking You to Court
  - Replace the cash image in the graphics in slides 13 and 14 with a certified check.
  - Move “calculated ~~on~~ up to the date that you pay” in slide 10 to the end of slide 11.
  - Strike “money” in slide 16 and replace with “full amount.”
  - Add new slide 19a: “Don’t be late.”




#### **4. Discuss next Access to Justice meeting report**

##### Next steps:

- Staff will forward most up to date version of the storyboards to the workgroup.
- Deadline for workgroup members to make comments: February 16, 2018.
- Workgroup chair to report on the suggested edits to the rule change petition at the February 7, 2018 ACAJ meeting. Add voting item to the agenda.

Meeting adjourned at 4:05 p.m.

**Next SRL-LJC Meeting: March 15, 2018**



aNo.	Modified Script	Directives	Visual/Graphics
1	"Focusing" at 5% 4.50 s total Audio starts at 2:38s Legal Information Videos slides: Exit – Sparkles vertical 1.5 delay, 1.75 Supreme Court Seal Exit – Pop Dots after previous 1s Copyright Exit – Pop Dots with previous 1s		 
3	You are a tenant living in a rental property.	<b>Tenant</b> in home.	
4	However, your landlord is not following the rental agreement. Did you know you may have options?	Ripped up lease  -Options	
5	According to the rental agreement and the Arizona Residential Landlord Tenant Act, you may have rights if your landlord is violating the lease.		 Arizona Residential Landlord Tenant Act
6	This video does not cover your rights or options as a mobile home tenant. <a href="#">That will be covered at a later date/separate video.</a>	Image of mobile home with X	
7	<del>Just because your landlord violates the rental agreement, this does not give you the right to stop paying rent.</del> <a href="#">It is important to continue paying the rent. Your landlord's violation of the lease agreement does not give you the right to withhold rent.</a>	Caution! Do not stop paying rent if landlord violates your lease	
8	Let's look at the top 5 complaints against landlords and the remedies you may have.	-5 complaints - "remedies" in a cloud	
9	<del>The first complaint is for failure to repair something in your premises.</del> <a href="#">that the landlord is not making needed repairs.</a>	1. Failure to repair something	A house falling apart?
10	If you want your landlord to make repairs, you must give your landlord a written notice requesting repairs.	Tenant handing notice to landlord	



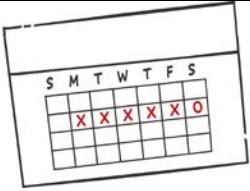
# A - What can a tenant do? My landlord is not following the lease

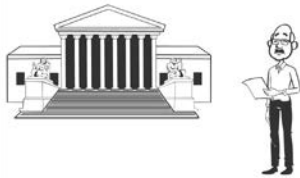


11	The timeframe you give your landlord to make the repairs depends upon the seriousness of the repairs.		
12	There are 3 different types of repairs...		
13	First, there's the failure to provide essential services, such as reasonable amounts of hot water and running water, gas, or electrical services required by the lease.	Sink with no water (no AC)	
14	Second, there are repairs that <del>address</del> affect health and safety issues, and...	___ = 5 days Clogged pipe; malfunctioning toilet	
15	Third, other concerns (NEED AN EXAMPLE HERE) <del>such as a false representation of the condition or availability of the premises</del> pest control, broken appliances, pool equipment malfunction.	Other = 10 days	Locked door, trash
16	For essential services required by the rental agreement or the law, you usually must provide reasonable written notice, or 2 days' <del>notice for the</del> landlord to fix the problem.	No water = 2 days	
17	What can you, as a tenant, do? (this is not clear for tenants as to whether they have to wait the 2 days or not)	Tenant with hands open	
18	You can do one of the following things:		
19	You can get the service required by the rental agreement, such as bottled water, and deduct the cost from your rent.	Image of bottled water -get the service	
20	You can put the utilities in your name and deduct the cost from your rent.	-put utilities in your name	
21	You can pay the past due utility bill and deduct it from your rent.	-pay past due utility bill	
22	Or, you can get other reasonable housing and not pay rent while the utilities or services are not being provided in the rental unit.	-other reasonable housing	
23	But, be very careful if you do any of these options!	Caution!	



# A - What can a tenant do? My landlord is not following the lease






24	Make sure you <b>first</b> tell the landlord in writing that you are going to do one of these options and keep the receipts of your cost.		Written notice
25	If needed repairs affect your health and safety, you must provide 5 days' <b>written</b> notice to the landlord to make repairs.	<b>Written notice</b>	Clogged pipe, toilet, etc
26	Other needed repairs require 10 days' <b>written</b> notice to the landlord.		Locked door, trash
27	<b>You can hire someone for</b> <del>Self-help</del> for minor defects (\$300 or an amount equal to one-half month's rent, whichever is greater) <b>and deduct this from your rent after you provide certain documentation.</b> (Explain this better?)		
28	In each of these three situations, you can <b>choose to</b> end the rental agreement and file a lawsuit if the landlord does not fix the problem <b>within those specific time frames.</b> (after the given timelines expire?)		
29	The second <b>common</b> complaint is abuse of access.	2. Abuse of access	
30	Abuse of access means that the landlord enters the premises without two days' notice and it is not an emergency <b>or they are not there to complete a repair that you requested.</b>		
31	What can you do?		
32	You may file a lawsuit and end the rental agreement ( <b>33-1376 advises getting an injunction</b> )		
33	The third complaint is called unlawful removal	3. Unlawful removal	
34	Unlawful removal means that the landlord removes or keeps you out of the premises.	locks are changed	
35	You may contact the police to see if they will help	Tenant with phone by ear	
36	You may file a lawsuit and end the rental agreement.	Courthouse and paperwork	
38	The fourth complaint is called retaliation.	4. Retaliation	

39	Retaliation means that you complained to your landlord or a government agency about the health and safety of the premises in the last six months, and then your landlord...	Image of premises with broken utility	
40	Increased the rent...	↑ Rent	
41	Decreased services...	↓ Services	
42	Or, filed an eviction action.	Eviction papers	
43	If this happens, you may be entitled to damages.		
44	If you are unable to resolve the issues with your landlord, you can file a lawsuit, or you can raise them as counterclaims if you are being evicted.	Tenant and landlord are not in agreement	
45	A counterclaim must be filed with the court in writing and ...		
46	It must state the specific facts claiming that your landlord violated the rental agreement, and ...	Tear up rental agreement	
47	Include the dates of when notices were given to the landlord and what the notices said.	Image of notices	
48	The counterclaims must be proved at trial.	Tenant with ruler pointing to screen	
49	The fifth complaint is failure to return the security deposit. For more detailed information about this complaint, see the Legal Information Video “How do I get my security deposit back?”.	5. Failure to return security deposit	
50	“Focusing” at 5% 4.50 s total Audio starts at 2:38s Legal Information Videos slides: Exit – Sparkles vertical 1.5 delay, 1.75 Supreme Court Seal Exit – Pop Dots after previous 1s Copyright Exit – Pop Dots with previous 1s		 

No.	Modified Script	Directives	Visual/Graphics
1.		<i>Animated Sound FX – elevator doors opening, dinging, and closing</i>	
2.		<i>Intro - Music fades in</i>	
3.	To file an eviction action, the landlord must do several things.	Typing of info on a Complaint	
4.	First, you must fill out a complaint and a summons,	-complaint -summons	
5.	attach a copy of the breach notice <b>you gave the tenant</b> and a Residential Eviction Information Sheet,	-breach notice -REIS	
6.	And then file the lawsuit in the proper court.	-file lawsuit	
7.	To locate the proper court (insert video re Court Locator from AZCourtHelp.org)		
8.	These documents must be delivered to the tenant by a process server or constable.	Process server walking up to the Tenant at the house	
9.	You will receive an affidavit of service <del>when</del> <b>once</b> the lawsuit is served.	-affidavit of service	
10.	A court date will be set, <b>usually in at least 5 to 8 days.</b>	Calendar showing date served with x'd out dates and then one day marked Court Date	

11.	The landlord should bring a copy of the notice, lease, ledger, and affidavit of service <del>at</del> to the court hearing.	Landlord walking into court and carrying a Lease and Ledger	
12.	The court will call the case and the landlord and the tenant will walk up to the bench.	Landlord walking up to the bench with a Judge	
13.	The judge will swear <del>in the landlord</del> in both parties and ask the landlord questions about what is alleged in the complaint.	Landlord raising his hand and Judge swearing him in	
14.	The judge will ask the tenant if they agree or disagree with the allegations.	Tenant walking up to stand next to judge at bench and raising his hand to testify	
15.	The judge will either grant a judgment or set it for trial.		
16.	If the eviction is successful, the tenant must move out in 5 days after a judgment is issued,	Calendar marking off 5 days, Tenant moving his stuff  (should the Writ be a separate slide??)	
17.	or within 24 hours if the eviction action was based on an immediate and irreparable breach.		
18.	If the tenant does not move out within this timeframe, the landlord can <del>file for</del> ask the judge for an order to have the tenant removed from the home. This order is a writ of restitution.		
19.	<del>A writ of restitution must be executed, or served on a tenant, by a constable.</del> Only a constable can serve or execute the writ.		

20.	The landlord cannot change the locks or enter the rental unit until the writ of restitution has been issued by the court and served by the constable.	A circle that has a picture of a landlord locking out a tenant with a big “X” across the circle	
21.	For more information about what to expect once you get to court, watch the video entitled “What Happens in Court.”	Judge handing Landlord a Judgment and Tenant taking a copy and looking sad	
22.	<i>(Music fades out)</i>		 

No.	Modified Script	Visual/Graphics
1.	Intro – Music fades in “Morning Wanderer” at 5% with 2s fade-in Audio starts at 2:38s Legal Information Videos slides: Exit – Sparkles vertical 1.5 delay, 1.75 Supreme Court Seal and copyright: Exit – Pop Dots after previous 1s	
2.		
3.	Landlords and tenants each have different rights and responsibilities.	
4.	If a tenant is not following the rules or the law, the landlord has various remedies.	
5.	but the landlord must follow a process to exercise those rights, which are found in the Arizona Residential Landlord Tenant Act.	

C - Landlords – What you Need to Know Before Going to Court – Storyboard







Approved by workgroup as of 01/25/18 Holliday/Sekardi

Revised: 02/01/18 ks

GoAnimate: Final unapproved version length – 3:07s

Revised by workgroup, storyboard edits closed 02/27/18 ks

GoAnimate: Final approved storyboard version length -

6.	The first thing a landlord must do is to prepare a written notice of the alleged breach.	
7.	A breach happens when one of the parties to a contract, here a rental agreement, has failed to do something they promised to do, or did something that shouldn't be done.	<p data-bbox="1230 562 1490 600"><b>What is a breach?</b></p> <p data-bbox="1305 701 1500 726">Parties to a contract</p>  <p data-bbox="1295 760 1516 785">Failed to do something, or</p> <p data-bbox="1295 823 1516 848">Did something they shouldn't</p>
8.	For example, if a tenant allows a pet to live on the premises when the rental agreement indicates that pets are not allowed... that's a breach of the rental agreement.	
9.	The notice must tell the tenant specifically what the alleged breach is and what needs to be done to correct it.	
10.	Let's talk about the second requirement...	
11.	The landlord must deliver the notice to the tenant by <del>delivering it to the premises and</del> handing it to someone <b>there</b> .	

C - Landlords – What you Need to Know Before Going to Court – Storyboard




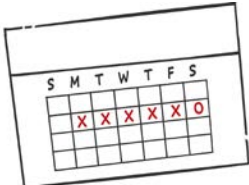


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12.	Alternately, the landlord may deliver the notice by mailing it certified or registered mail.	
13.	The third requirement concerns how much time is given to the tenant to fix the breach.	
14.	If the notice is sent by mail, the time to fix the issue	
15.	is extended by up to 5 days, even if the tenant doesn't pick up the certified letter.	
16.	There are different time frames to fix different types of breaches.	<p>Non-payment of rent = 5 days              Pets, parking, debris, noise = 10 days</p> 
17.	If the tenant does not fix the issue within the required time frame, the landlord can then file an eviction action.	

C - Landlords – What you Need to Know Before Going to Court – Storyboard

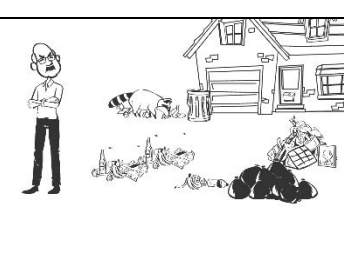




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		File an eviction action
18.	If the tenant fixes the issue but then commits the same or similar breach in the future,	
19.	the landlord can terminate the lease with a 10-day notice.	
20.	If the issue involves a crime or other serious issue,	
21.	the tenant can't fix that issue and must move to avoid the eviction hearing if they are responsible for the serious breach.	
22.	If the issue involves a serious health or safety issue,	

C - Landlords – What you Need to Know Before Going to Court – Storyboard


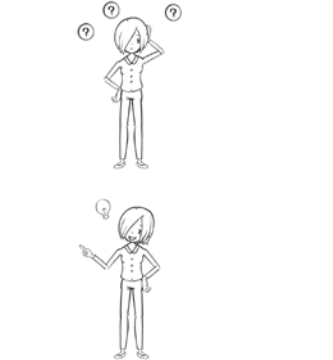



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23.	the tenant must fix that within 5 days.	
24.	The tenant has the right to fix most breaches.	
25.	If the breach is for the non-payment of rent, the tenant can fix the issue by paying the rent plus any late fees listed in the lease.	
26.	For more detailed information regarding the non-payment of rent, view the video entitled “Your Landlord is Taking You to Court” (the current video is for landlords. Should we refer landlords to a video geared toward tenants?)	
27.	If the breach is for something else, the tenant can fix the issue by stopping the alleged behavior or fix whatever they were not doing but are required to do.	<p>Tenant can fix the issue By stopping the behavior Or, doing what is required</p> 
28.	If the breach is not fixed, the landlord can file an eviction action with the court.	

C - Landlords – What you Need to Know Before Going to Court – Storyboard

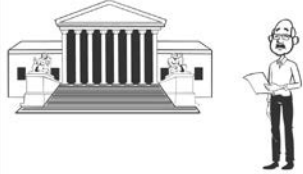


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29.	However, the landlord can't lock out the tenant at this stage.	
30.	Instead, the landlord must go <del>before a judge</del> to court and get a judgment.	
31.	For more information about what to expect once you get to court, watch the video entitled "What Happens in Court."	
32.	<i>(Music fades out)</i>	

C - Landlords – What you Need to Know Before Going to Court – Storyboard






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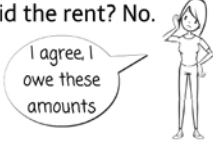
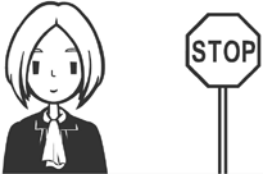


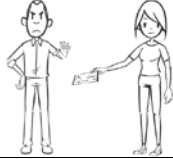



Revised: 02/01/18 ks






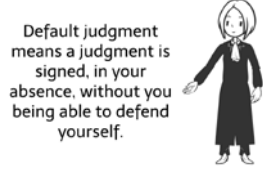

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No.	Modified Script	Visual/Graphics
1	<p>“Focusing” at 5%                      4.50 s total                      Audio starts at 2:38s                      Legal Information Videos slides: Exit – Sparkles vertical                      1.5 delay, 1.75                      Supreme Court Seal Exit – Pop Dots after previous 1s                      Copyright Exit – Pop Dots with previous 1s</p>	
2.	<p>If your landlord is taking you to court, you have probably received papers from the court entitled, summons and complaint. This paperwork tells you than an eviction has been filed against you and that a date has been scheduled for a court hearing.</p>	
3.	<p>Those papers might have been left at your door or handed to you by a process server or sent in the mail via certified mail. It is important that you pick up that mail because it has important items in that envelope.</p>	
4.	<p>In most cases, the law that applies to evictions is the Arizona Residential Landlord Tenant Act. But there are other laws that could apply, like the Arizona Mobile Home Park Act.</p>	
5.	<p>You can find a link to these laws on the Arizona Department of Housing web page.</p>	

6.	If you have not paid the rent yet and you agree that these amounts are owed...	<p>Paid the rent? No.</p> 
7.	...you can stop the eviction process...	
8.	...by paying the landlord all the money owed	
9.	This includes all the court costs, the attorney fees, and the late fees calculated on the date that you pay.	
10.	If you offer to pay the full amount the landlord MUST accept it but the landlord may refuse a personal check and...	
11.	...require the payment only be made by certified check or money order.	
12.	If the landlord does not accept your full payment...	
13.	...you need to provide proof to the judge of how much you offered to pay and when <b>and why you believe that is the correct amount that is owed.</b>	

14.	If for some reason you can't pay before the court date you can bring the full amount you owe to the court.	
15.	If you don't stop the eviction, you should come to the court hearing.	
16.	But, make sure to check where you need to be and at what time. Do not be late.	
17.	To locate the court where the hearing will be held, visit <a href="http://AZCourtHelp.org">AZCourtHelp.org</a> , click on the Find my Court tab, click on Justice Courts, then insert the court's street, town, or city name.	
18.	If you don't come to the hearing, and the judge calls your name, you will lose your chance to be heard and the judge will probably enter a default judgment against you.	
19.	A default judgment means a judgment is signed, in your absence, without you being able to defend yourself.	
20.	For more information about what to expect once you get to court, watch the next video entitled "What Happens in Court."	


21.	<p>“Focusing” at 5% 4.50 s total Audio starts at 2:38s Legal Information Videos slides: Exit – Sparkles vertical 1.5 delay, 1.75 Supreme Court Seal Exit – Pop Dots after previous 1s Copyright Exit – Pop Dots with previous 1s</p>	 
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D - Your Landlord is Taking You to Court – Storyboard  
Approved by workgroup as of 01/25/18 Huberman/Sekardi  
Revised: 01/31/18 ks  
GoAnimate: Final unapproved version length - 2:33

No.	Modified Script	Directives	Visual/Graphics
1			 
2	<i>Intro - Music fades in</i>		
3	You’ve received eviction paperwork from your landlord.		
4	Did you know you have rights and defenses under the Arizona Residential Landlord Tenant Act?		
5	You may have different defenses depending upon the type of violation and housing.		
6	You may also have additional rights if you live in subsidized housing.		
7	This video does not cover your rights and defenses that may apply under the Mobile Home Park Residential Landlord and Tenant Act, if you own a mobile home and rent a space.		
8	There are 3 possible types of defenses that you can present:	3 types of defenses	
9	The first defense is your landlord did not follow the procedural rules and laws to evict you.		<p>1. DEFENSE</p> <p>Landlord must follow procedural rules and law</p>
10	The law requires the landlord to give you proper written notice of your violation that clearly states what you did wrong.	Example 1 – -proper written notice	

11	Different types of violations require giving you different amounts of notice of your violation. ("amounts of notice" is unclear. Better wording will be required here..) Most violations can be fixed so the notice must tell you how much time you have to fix the violation.		
12	The landlord must also provide you with a proper summons and complaint that includes required language	Example 2 -proper summons and complaint	
13	such as telling you clearly the details of what you did wrong.		
14	This paperwork tells you that an eviction has been filed against you and that a date and time is scheduled for a court hearing.		
15	In order to present a defense and try to stop the eviction process, you will need to go to court at the time listed on your summons.		
16	The second defense is you did not commit the violations listed on the complaint.	2. you did not commit the violations	2. DEFENSE Tenant didn't commit violations
17	The third defense is if you <del>have a valid defense to the violations like</del> can prove that the eviction is retaliation, unlawful ouster, and or diminution of fair rental value.	3. you have a defense	3. DEFENSE Tenant has defense
18	When you go to court, do not be late. Try to arrive at least 15 minutes early.		
19	Take copies of any receipts or notices that you need for your defense to show to the judge.		
20	If you have witnesses, make sure they come to court on time.		
21	You do not have to file a written answer or counterclaim in order to present your defenses to the judge.		



22	You can tell the judge your defenses in person.		
23	But the judge may ask you to file an answer later.		
24	A counterclaim is <del>a claim you make</del> a legal document that you file with the court that states how your landlord violated your lease. The counterclaim must also state when and how notices were sent to your landlord and what the notices were about.		
25	See Legal Info Sheet entitled “Claims Against Your Landlord” for more information.		
26	If you want to bring counterclaims, you will need to file a written answer and counterclaim before the time of your hearing.		
27	There will be a fee to file the answer. You can request the fees to be waived or deferred.		
28	You must give a copy of your answer and counterclaim to the landlord or their attorney before the hearing.		
29	Make sure you are in the courtroom at the time of your hearing.		
30	When the judge calls your case, make sure you tell the judge your defense at that time, and ...		
31	if you live in subsidized housing.		
32	The judge may hear all the facts of your case at that time or set it for another time.		
33	The judge will decide whether you should be evicted based upon the information you and the landlord present.		
34	See the other Legal Info Videos for more information on defenses for the different types of notices.		




35				 
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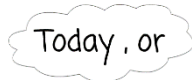






No.	Modified Script	Directives	Visual/Graphics
1			
2	<i>Intro - Music fades in</i>		
3	You've received eviction paperwork from your landlord.		
4	Did you know you have rights and defenses under the Arizona Residential Landlord Tenant Act?		
5	This video covers possible defenses <b>that a tenant may have</b> for non-payment of rent <del>that a tenant may have</del> .		
6	This video does not cover your rights and defenses that may apply under the Mobile Home Park Residential Landlord and Tenant Act, if you own a mobile home and rent a space.		
7	The landlord must provide the tenant with written notice <del>of an alleged breach and what needs to be done to correct it.</del> <b>that rent has not been paid and how much you owe.</b>		
8	A breach happens when one of the parties to a contract, here a rental agreement, has failed to do something they promised to do, like pay rent on time.		
9	<i>The landlord must also deliver the notice to the tenant and...</i>		
10	<i>... give the tenant a timeframe to fix the breach.</i>		




11	<del>For notice of non-payment of rent,</del> But the tenant can fix the issue by paying the rent plus any late fees listed in the lease within 5 days of receiving the notice or at any time before the court date.		
12	This Your first possible defense is that your landlord did not give you notice stating the amount due and giving you 5 days to pay the full amount due.		1. notice was not provided
13	Second, that your landlord is requesting the wrong amount due.		2. wrong amount due
14	For example, you do not pay rent or pay less than what your landlord is claiming because you are in subsidized housing.		
15	Third, that you paid your rent in full.		3. paid rent in full
16	In full means that you paid any late fees allowed in the lease within 5 days of after receiving notice that your rent was late.		In full = rent + any late fees
17	The fourth defense is that your landlord accepted your rent payment, or a portion of your rent, but did not provide you with a written waiver.		4. accepted rent payment but no waiver
18	A waiver is a writing notice signed by you at the time the landlord accepted rent, or a portion of rent, informing you of the terms and conditions of accepting the rent.		
19	Fifth, that your landlord did not provide an essential service, like air conditioning or running water, ...		5. supplied own essential service
20	<del>... and after providing reasonable notice to the landlord, delivered in hand or by certified mail</del> ...and that you provided reasonable notice to your landlord that you delivered in hand or by certified mail and...		



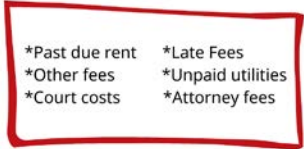


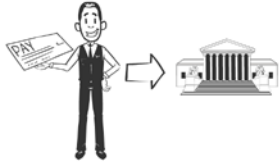
21	... you <b>either</b> supplied your own essential service ...	Repairman with tools	
22	... or you found reasonable substitute housing	Tenant at motel.	
23	and deducted the cost from your rent.	Rent minus 2-night lodging = \$xx	
24	CAUTION. You may not simply stop paying rent.		
25	You might be entitled 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.		
26	The sixth <b>possible</b> defense is that your landlord is requesting late fees but late fees are not mentioned in your lease.		6. late fees not in lease
27	Seventh, <b>that</b> you made repairs after notifying the landlord that you would do so at his expense, gave your landlord an opportunity to make repairs, and then you hired a licensed contractor <i>to perform the work, and you provided a lien waiver signed by the contractor and list of the work performed to your landlord, and subtracted the actual and reasonable costs of the work from the rent due</i> (up to \$300.00 or half your monthly rent, whichever is greater).		7. self-help repairs  (up to \$300.00 or half your monthly rent, whichever is greater).
28	Finally, tell the judge, before the court orders a judgment against you, if you <del>can</del> <b>have the money with you to</b> pay the full amount due, including court costs and attorney's fees.		8. payment in full before judgment






29	The rental agreement will be reinstated if you pay all past due rent, late fees, attorney fees, and court costs before judgment is entered.		
30	After the judgment is issued, the landlord does not have to reinstate the lease so you should receive a document in writing that specifically states that the landlord agrees to allow you to stay before you pay these amounts to the landlord or you may still be required to move.		 






	Modified Script	Directives	Visual/Graphics
1.		<i>Animated Sound FX – elevator doors opening, dinging, and closing</i>	
2.	<i>Intro - Music fades in</i>		
3.	You've <del>are</del> <b>are a tenant who</b> received papers from the court entitled, summons and complaint.	-Judge speaking to audience -enter "Summons and Complaint" paperwork	
4.	This paperwork tells you that an eviction has been filed against you and that a date and time is scheduled for a court hearing.	-Zoom in on court hearing date and time	
5.	It's important to make sure you arrive <del>in</del> <b>on</b> time to the proper location.	-Tenant running with clock in background	
6.	To locate the court where the hearing will be held, visit <a href="http://AZCourtHelp.org">AZCourtHelp.org</a> , click on the Find my Court tab, click on Justice Courts, then insert the court's street, town, or city name.	-Video clip of AZCourtHelp.org showing how to "Find My Court"	
7.	Pay attention to what the judge is saying while you're in the courtroom. The judge will call your name <del>and you should walk up to the judge's</del> <b>to approach the</b> bench.	-Tenant actively listening to judge speaking from bench -Tenant walking up to bench	
8.	The judge will verify that the <b>landlord filed the necessary paperwork.</b>	-Judge behind desk reviewing files or writing	
9.	The judge will ask you if you agree or disagree with the complaint.	-Judge sitting at bench -Speech bubble "Agree?"	



		-Speech bubble "Disagree?"	
10.	If you agree, the judge will sign the judgment and give you a copy.	-Close-up of tenant nodding head in agreement	
11.	The judgment will tell you how much money you owe and when you have to move out of the rental property.	-Judgment paper -Red circles around money owed and date to move out by	
12.	If you disagree, you may file a written answer to the complaint before the case is called...	-Close-up of tenant shaking head -Tenant handing paperwork to clerk	
13.	... or you may answer orally when you come forward.	-Tenant speaking with judge	
14.	You may also file a written counterclaim.	-Pad and paper -Text "You may also file a written counterclaim."	 You may also file a written counterclaim
15.	If the judge determines that you may have a legal defense or there are facts in dispute, the judge will set the case for trial.	-Judge walks across screen -"Trial" delayed entrance on right screen	 Trial
16.	The trial might be heard on that same day but it could also be continued to the next eviction calendar.	-"Trial" text on left screen -"Today, or" speech bubble -"continued" speech bubble	Trial  
17.	You <b>may</b> only request a jury <b>the first time you see the judge</b> if there are facts in dispute that a jury can decide.	-Jury image "Facts in dispute?"	 Facts in dispute?
18.	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.	-Woman crying sits on bench -Fly-in images of finances, family, transportation	   



		concepts and surround her	
19.	But the judge must follow the law. And the law does not consider hardship as a legal defense to the non-payment of rent.	-Judge walks and talks across screen	
20.	A defense might be that you did pay the rent, that the landlord accepted a partial payment, or that you were not given proper notice.	-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> 
20 a	<b>If the judge agrees with you, the case will be dismissed.</b>		
21.	The law does not allow tenants to withhold rent for any reason <b>unless the law allows.</b> (This is still awkward wording, akin to saying 'you may only own a car if you own a car'. I would suggest "The law allows you to withhold rent only under certain conditions, but you must follow procedures in the Arizona Landlord Tenant Act.")	-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>
22.	There are situations where a tenant may pay to obtain a service the landlord is not providing, like water or heating.	-Image of tenant shrugging shoulders -In background image of water stopping from faucet or, -Tenant's family overheating	
23.	If this is your situation, view the video entitled "Tenant Defenses to an Eviction." This video details when and	-Image from "Tenant Defenses to an Eviction" video	


	how a tenant can defend against an eviction action.		
24.	If you are ordered evicted, the judgment will say that you must move out in 5 days <b>or 24 hours if the breach was irreparable.</b>	-Order -Text "Move out in 5 days"	
25.	We know that doesn't give you much time but that is what the law says and the judge cannot change that...	-Judge sitting at desk thinking -Text "Can't change without ..."	 Can't change without ...
26.	... without agreement from the landlord.	-Landlord and tenant shaking hands -Text "Agreement from the landlord"	 Agreement with the landlord
27.		-Frame with text of fees and costs enumerated	 <ul style="list-style-type: none"> <li>*Past due rent</li> <li>*Other fees</li> <li>*Court costs</li> <li>*Late Fees</li> <li>*Unpaid utilities</li> <li>*Attorney fees</li> </ul>
28.	The landlord may be entitled to some other damages but only if they are <b>proved</b> and were included in the <b>original</b> complaint.	-Landlord image on right screen -Animate from bottom to top -Text "Damages proved and included in the complaint"	Damages proved and included in the complaint 
29.	Once a judgment is signed, it will be on your record and rental history.	-Judge signing document in office	
30.	If you pay the full amount of the judgment, the landlord must file a document <b>with the court, which is called...</b>	-Image of landlord holding a check left screen -Image of arrow pointing to the right -Image of courthouse right screen	



31.	... a satisfaction of judgment, <del>with the court</del> indicating the debt was paid.	-Text "Satisfaction of judgment"	"Satisfaction of judgment"
32.	But it will remain on your record.	-Judge on screen right -Text "Judgment remains on your record"	Judgment remains on your record 
33.	The only way to get a judgment removed from your record is to have the landlord vacate the judgment.	-Image of "Your record" on-screen -Text "Judgment" vanishes	
34.	That is something you would have to work out with the landlord.	-Close-up of judge speaking to audience	
35.	Many times after a judgment is signed, landlords are willing to work with the tenant to help them stay in the rental property.	-Image of house to the left -Tenant seems happy in middle screen -Landlord neutral stance	
36.	However, the landlord is under no obligation to reinstate the lease even if you pay everything that you owe <b>after the judgment is signed.</b>	-Same image of house and landlord -Tenant is now neutral with arms crossed -"No" symbol over the house	
37.	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.	-Animated judge talks seriously to audience	
38.	Typically most landlords will be represented by an attorney.	-Landlord stands in background with attorney forward	

39.	Many of them might offer to talk to you and you may talk to the attorney if you want.	-Tenant stands equally with landlord’s attorney	
40.	As officers of the court, they have an obligation to be truthful with you and to not mislead you, but remember, their clients Is your landlord, not you.	-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> 
41.	If you reach an agreement with the landlord and their attorney, they can turn it in to the judge and you don’t have to stay, or you can stay and talk to the judge.	-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"> <li>1. They can turn it in to the judge and you don't have to stay, OR</li> <li>2. You can stay and talk to the judge.</li> </ol>
42.	If you do not move by the date the court tells you to move...	-Judge talking to audience	
43.	...the landlord can file a request for a writ of restitution.	-Image of document with title “Writ for Restitution”	
44.	The writ of restitution is an order the judge signs that allows the constable or sheriff to come and remove you from your home.	-Close-up of judge explaining the order	
45.	For more information regarding eviction, visit AZCourtHelp.org.	-Typing on screen A-Z-C-o-u-r-t-h-e-l-p-.-o-r-g -Webpage pops on screen	
46.		<i>Animated Sound FX – elevator doors opening, dinging, and closing</i>	


No.	Modified Script	Directives	Visual/Graphics
1			
2	<p>In an eviction action, there are different types of judgments: default judgment, stipulated judgment, and judgment.</p>	<p>Judge speaking. List</p> <ul style="list-style-type: none"> <li>• Default Judgment</li> <li>• Stipulated Judgment</li> <li>• Judgment</li> </ul>	
3	<p>What is a stipulated judgment?</p>	<p>Circle around stipulated judgment</p>	
4	<p>In a stipulated judgment, both sides are in agreement.</p>	<ul style="list-style-type: none"> <li>• Landlord and Tenant shaking hands</li> <li>• Image for amounts owed</li> <li>• Image for recovering possession of rental property</li> </ul>	
5	<p>Both the landlord and the tenant agree about the amounts owed and that the landlord has the right to recover possession of the rental property.</p>		
6	<p>The landlord's right to recover possession of the rental property means that the landlord, not the tenant, now has the right to the dwelling.</p>		
7	<p>As the tenant, you can agree to everything the landlord is claiming or you can agree to make changes.</p>	<p>Judge speaking</p>	
8	<p>Are there any requirements for a stipulated judgment?</p>		

9	Yes, the Rules of Procedure in Eviction Actions require specific warning language to be included on all stipulated judgments. (RPEA Rule 13(b)(4))	Required language	Warning! 1. ...not court employee 2. ...consent to terms 3. ...wages garnished 4. ...subsidized housing 5. ...NOT stay at property
10	Read the warning carefully to understand the effect the agreement may have on your life. (this seems unnecessary with #11)		
11	Make sure that you read all the documents and understand what it says before you sign the stipulated judgment.	Tenant reading paper and nodding	
12	It's not easy to back out of a stipulated judgment if you change your mind.	Tenant about to sign	
13	If you do not agree <b>to</b> the terms of the stipulated judgment, the judge will decide the case and <b>may</b> sign a judgment.	Judge at desk with landlord and tenant in front	
14	If you don't come to the hearing, the judge may sign a default judgment against you.	Judge at desk with no one else present	 Default judgment against you
15	A default judgment means a judgment is signed, in your absence, without you being able to defend yourself.		Default judgment means a judgment is signed, in your absence, without you being able to defend yourself. 
16	The consequences of all judgments are the same, whether it is a stipulated judgment, a default judgment, or a judgment.	<ul style="list-style-type: none"> <li>• Stipulated Judgment</li> <li>• Default Judgment</li> <li>• Judgment</li> </ul> <p>= Same consequences</p>	

17	The judgment will indicate how much you owe and by what date you need to move out of the dwelling.	Paper with amount owed and date listed (calendar with date circled)	
18	In most cases, the judgment will say you must move out in 5 days if you are ordered evicted.	5 days and moving truck	
19	That does not give you much time but that is what the law says and the judge cannot change that without the landlord agreeing to it.	Judge speaking	
20	The judgment will include past due rent, late fees, and other fees included in the lease, unpaid utilities, court costs, and attorney fees.	Past due rent + Late fees + Fees in lease + Unpaid utilities + Court costs + Attorney fees	
21	The landlord may be entitled to other damages if they are proved and included in the complaint.	Image of complaint	
22	Once the judge signs the judgment, it will appear on your court record and rental history <b>and may affect your ability to find housing in the future.</b>	Magnifying glass and laptop	
23			

No.	Modified Script	Directives	Visual/Graphics
1		<i>Animated Sound FX – elevator doors opening, dinging, and closing</i>	 
2		How do I get my security deposit back?	
3	You’ve decided to move to a new location or you have been evicted and you want to have your security deposit returned to you.	Tenant in home with packed boxes	
4	There are certain procedures to follow in order to have your security deposit returned at the end of your lease.	Tenant standing with question marks	
5	First, you must ask the landlord <del>must give you</del> for a written notice of the move-out inspection date	Landlord handing tenant a notice, -inspection date	1. Written notice of move-out inspection date
6	and you have the right to be present if you request it in writing.	-right to be present	
7	The best time to join the landlord for the walk-through inspection of the premises is after you moved your belongings but before you return your key to the landlord.	Person with key in hand but premises are empty	
8	Here’s a tip... Use the completed walk-through checklist that was used when you moved into the dwelling to compare the condition of the premises and determine if there are any damages.	-Checklist Image of premises from before and image of premises from after	Tip #1
9	Here’s another tip...Keep a copy of the checklist signed by the landlord and take pictures or	Image of checklist and camera/pictures	Tip #2

	videos of the premises for your records in case a dispute arises later.		
10	Second, <b>after you move out and return possession of the home</b> , you should submit a written request for the return of your security deposit.	Tenant writing letter	2. Written request for return of deposit
11	Make sure you provide your landlord with a return address.	Envelope with return address	
12	Third, your landlord must return the security deposit within 14 <b>business</b> days of this request, or ...	Landlord with check at mailbox  -14 days	3. Return security deposit within 14 days
13	... provide a written list of the deductions along with payment for the remaining balance.	List with amounts in red. Check	Deductions _____ _____ _____  Pay to: _____ \$ _____
14	What deductions are allowable?	"Allowed deductions" in cloud	
15	Deductions may include unpaid rent, <del>or</del> repairs needed for damages to the premises caused by you ( <b>or other deductions allowed by law</b> ).	-unpaid rent -needed repairs	
16	Also check your lease for any administrative fees <b>or non-refundable deposits</b> that will not be returned.	-administrative fees?	
17	What if the landlord doesn't respond or has taken deductions that you don't agree with?	Tenant by empty mailbox  Tenant shaking head at deductions	
18	If the landlord does not respond to your written request,		

19	or if you disagree with any deductions, you may file a lawsuit in small claims court for the return of your deposit plus twice the amount wrongfully withheld.	-File a lawsuit	
20	You can find this information in the Arizona RLTA.	<a href="#">ARS § 33-1321</a>	 <p>Arizona Residential Landlord Tenant Act</p>
21	But you will need to prove in court that the landlord owes you this amount.	Tenant image with ruler pointing at: -prove the amounts	
22	Sample forms you can use to file a lawsuit in small claims court are found here:		
23		<i>Animated Sound FX – elevator doors opening, dinging, and closing</i>	