

Arizona Commission on Access to Justice SRL-LJC Workgroup

Meeting Agenda

August 2, 2018 - 2:00 p.m. to 4:00 p.m.

State Courts Building ♦ 1501 West Washington ♦ Conference Room 230 ♦ 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.	Update on Pilot Project	<i>Daniel Bernal, The Legal Design Lab, Stanford Law School</i>
2:20 p.m.	New SRL-LJC Workgroup webpage on SharePoint	<i>Julie Graber, AOC Staff</i>
2:25 p.m.	New Legal Info Videos and Legal Info Sheets webpages	<i>Julie Graber</i>
2:35 p.m.	New Legal Info Sheets on Landlord's Obligations and Tenant's Obligations	<i>Julie Graber</i>
2:40 p.m.	Update regarding Legal Info Sheet: After an Eviction Judgment and Storyboard H – How do I get my security deposit back	<i>Judge Huberman</i>
2:45 p.m.	Eviction-Related Projects <ul style="list-style-type: none"> • Review eviction videos that have been produced <ul style="list-style-type: none"> ○ A. What can a tenant do – My landlord is not following the lease ○ B. Landlords – Going to court for an eviction action ○ C. Landlords – What you need to know before going to court 	<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.

- *D. Your landlord is taking you to court*
- E1. Overview of tenant defenses
- E2. Tenant defenses – non-payment
- F. What will happen in court
- G. What is a stipulated judgment
- H. How do I get my security deposit back
- Additional scripts to write
 - Tenant defenses – immediate
 - Tenant defenses – 10-day
 - Mobile homes
 - Subsidized housing
 - Other topics? See topics list previously distributed
- Update on translation of videos into Spanish

3:45 p.m. **Discuss next Access to Justice meeting report (any recommendations/voting)**

All

Wednesday, September 19, 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
March 15, 2018
1:00 p.m. to 4:00 p.m.**

Present: Judge Anna Huberman (chair), Mike Baumstark, Scott Davis, Denise Holliday
AOC Staff: Kathy Sekardi, Theresa Barrett, Julie Graber

Matters considered:

1. Welcome and opening remarks

The March 15, 2018, meeting of the SRL-LJC Workgroup was called to order by Judge Anna Huberman, Chair, at 1:04 p.m.

2. Eviction-Related Projects

- Review and approve storyboards for video production
The workgroup reviewed and finalized all nine storyboards.

3. Discuss next Access to Justice meeting report

Next steps:

- Staff will work on developing eviction videos based on the approved storyboards.

Meeting adjourned at 4:05 p.m.

Next SRL-LJC Meeting: To be determined



Landlord's Obligations

If you rent a house or an apartment in Arizona, the law that applies to you is called the [Arizona Residential Landlord Tenant Act](#) (ARLTA).

This law lists all of the obligations a landlord has. If your landlord is not complying with one or more of these obligations, you have remedies. But you should not just stop paying your rent unless you first follow all the steps the law says you must take. It is important to know what ARLTA says so you know how to proceed.

The information below may be helpful to you but is **not a substitute for legal advice**.

A.R.S. means Arizona Revised Statutes and RPEA means Rules of Procedure for Eviction Actions.

1 THE LANDLORD IS REQUIRED TO...



- Give you a copy of the lease. [A.R.S. § 33-1322\(E\)](#).
- Tell you which utilities he will provide. [A.R.S. § 33-1364\(B\)](#).
- Provide a move-in inspection form. [A.R.S. § 33-1321\(C\)](#).
- Notify you where you can find a copy of ARLTA. [A.R.S. § 33-1322\(B\)](#).
- Tell you the name and address of person authorized to receive service. [A.R.S. § 33-1322\(A\)](#). This information is usually in the lease. Don't confuse the realtor or manager with the landlord.
- Collect rent tax and city taxes. [A.R.S. § 33-1314\(E\)](#).
- Deliver the unit when the lease starts. [A.R.S. § 33-1323](#).

2 THE LANDLORD MUST MAINTAIN FIT PREMISES AND...



- Make all repairs to keep the property fit and habitable.
- Keep the common areas clean and safe.
- Maintain all services and appliances in good and safe working order.
- Provide and maintain trash receptacles.
- Even though you pay for it, he must supply hot water, AC and heating.

3 ACCESS



- The landlord cannot just come into the property. He must give tenant 2 days' notice before going in (unless there is an emergency). [A.R.S. § 33-1343](#).

4 SECURITY DEPOSIT



- The landlord must properly deal with security deposits but not until the end of lease. [A.R.S. § 33-1321](#).



Tenant's Obligations

If you rent out a house or an apartment in Arizona, the law that applies to you is called the [Arizona Residential Landlord Tenant Act](#) (ARLTA).

This law lists all of the obligations a tenant has. If your tenant is not complying with one or more of these obligations, you have remedies. But you can't just kick out your tenant, change the locks or turn off the utilities. You must follow all the steps the law says you must take. It is important to know what ARLTA says so you know how to proceed.

The information below may be helpful to you but is **not a substitute for legal advice**.

A.R.S. means Arizona Revised Statutes and RPEA means Rules of Procedure for Eviction Actions.

1 TENANTS MUST PAY RENT ([A.R.S. § 33-1314](#))



- When it is due without demand or notice.
- Rent is due on the first unless otherwise agreed.
- Rent should be paid as agreed to in the lease. If there is no agreement, payment is at the dwelling.
- Rent should include the rental tax.

2 THE TENANT IS REQUIRED TO...



- Follow the rules and regulations of the landlord, the city, or an HOA. [A.R.S. § 33-1342](#).
- Permit reasonable access to the home. [A.R.S. § 33-1344](#).
- Use premises solely as dwelling unit. [A.R.S. § 33-1344](#).
- Turn on and maintain the utilities. [A.R.S. § 33-1364\(B\)](#).

3 THE TENANT MUST MAINTAIN FIT PREMISES ([A.R.S. § 33-1341](#))

AND...



- Comply with building codes that affect health and safety.
- Keep the dwelling in clean and safe condition.
- Dispose of trash in a safe manner.
- Keep plumbing in clean condition.
- Use services and appliances in a reasonable manner.
- Not destroy the premises or permit others to do so.
- Not disturb other's peaceful enjoyment.
- Let the landlord know when something needs repair.



After an Eviction Judgment

The information below may be helpful to you but is **not a substitute for legal advice**.

A.R.S. means Arizona Revised Statutes and RPEA means Rules of Procedure for Eviction Actions.

1 JUDGMENT



- Once your landlord has been awarded a judgment, the only way you can stay in the rental unit is by working out an agreement with your landlord or filing an appeal of the judgment and paying a supersedeas bond (see [Bonds](#) below). Any post-judgment agreements should be in writing and signed by your landlord. Keep a copy of any agreement.
- Judgments accrue interest from the time of the judgment until paid.
- Once a judgment is paid off, the judgment creditor (landlord) must file a satisfaction with the court. A satisfaction lets anybody who looks at the court records know that the judgment has been paid off.
- A judgment does not allow your landlord to take possession of the rental unit. See [Writ of Restitution](#) below.

2 WRIT OF RESTITUTION



- In most cases, your landlord can go back to the court after 5 days to get a writ of restitution. [A.R.S. § 12-1178](#). If the eviction action was filed based on an immediate and irreparable breach, your landlord can obtain the writ of restitution the next court day.
- Writs of restitution are executed (served on a tenant or the rental unit) by a constable.
- Your landlord may not change the locks or enter the rental unit until the writ of restitution has been issued by the court and served by the constable. You can call the police if your landlord changes the locks or enters the rental unit too early.
- Once the writ of restitution has been lawfully executed, you may not remain at or return to the rental unit without the express permission of your landlord. If you remain or return to the rental unit without permission, you can be charged with criminal trespass.

3 MOTION TO SET ASIDE JUDGMENT



- There are 10 specific reasons to file a motion to set aside the judgment (e.g., the court did not have jurisdiction to hear the case, you tendered all amounts due prior to judgment being entered, the judgment is contrary to law, etc.). See [RPEA 15](#) for the full list.
- For certain reasons, a motion to set aside the judgment must be filed with the trial court not more than 60 days after the judgment. For other grounds, the motion must be filed within a reasonable time.
- Filing a motion to set aside the judgment does not prevent the execution of a writ of restitution or allow you to stay in the rental unit.

4 APPEAL



- A notice of appeal must be filed within 5 days after the judge has signed the judgment. Filing the notice of appeal will not allow you to remain in the rental unit.
- There is a fee to file an appeal, but if you cannot afford the fee, you may request a deferral or waiver. Ask the clerk for a fee deferral/waiver application.
<http://www.azcourts.gov/courtfilingsfees>.

5 BONDS



- There is a cost bond of \$250.00 associated with filing an appeal that can be waived or deferred.
- A supersedeas bond can be filed with the trial court to stay the writ of restitution, which will allow you to remain in the rental unit while the appeal is being heard. This bond cannot be waived or deferred. In the case of an immediate termination, the supersedeas bond must be paid to the trial court before the writ of restitution is issued. The amount of the bond varies depending on the amount of rent due (from the date of judgment until the next periodic rental date), costs, and attorney fees. Additionally, you must pay your monthly rent to the court on or before the monthly due date during the appeal to remain in the property while the appeal is being heard.

6 PERSONAL PROPERTY



- This does not apply to mobile homes.
- Your landlord must hold your personal property for 21-14 days after the constable serves the writ of restitution, but you must pay ~~the landlord~~ for the cost of removal and storage (NOT the judgment amount) to recover your personal property. Certain personal items are excluded from this requirement. For instance, landlords may take animals immediately to a shelter. See [A.R.S. § 33-1368\(E\) -\(F\)](#) and [A.R.S. § 33-1370](#) for additional information related to personal property left in a rental unit after an eviction.

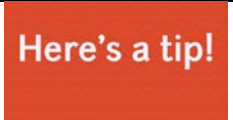


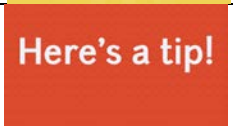


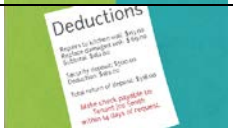


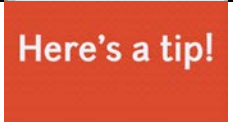
7 SECURITY DEPOSIT



- This does not apply to mobile homes.
- Your landlord can apply your refundable security deposit to unpaid rent and other lawful charges after an eviction. Your landlord must send an itemized list of the charges to your last known address. If you do not dispute the charges within 60

| [days after the list is mailed, then the charges are considered final.](#) See [A.R.S. § 33-1321\(D\)](#) for more information on obtaining a refund of your security deposit from your landlord.

No.	Modified Script	Visual/Graphics
1.		
2.	You're moving and you want your security deposit returned.	
3.	There are certain procedures to follow to have your security deposit returned at the end of your lease.	
4.	Remember, the security deposit is not returnable until <i>after</i> you have moved out of the rental property.	
5.	First, it's a good idea to ask the landlord for a written notice of the move-out inspection date because you have the right to be present.	
6.	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.	
7.	Here's a tip...	
8.	Use the completed walk-through checklist that was used when you moved into the rental property to compare the condition of the premises and determine if there are any damages.	

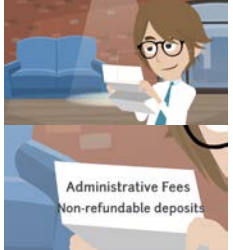
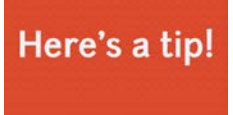


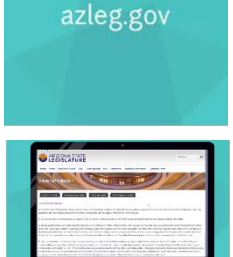
9.	Here's another tip...	
10.	Keep a copy of the checklist signed by the landlord and take pictures or videos of the premises for your records in case a dispute arises later.	
11.	After you move out and return possession of the home, you should submit a written request for the return of your security deposit.	
12.	Here's a big tip.	
13.	Make sure you provide your landlord with a return address.	
14.	Your landlord must return the security deposit within 14 business days of your request.	
15.	Or, provide a written list of the deductions along with payment for the remaining balance.	
16.	What deductions are allowable?	
17.	Deductions may include damages outside of normal wear and tear, unpaid rent, repairs needed for damages to the premises caused by you or other deductions allowed by law.	
18.	Here's another tip.	

H – How do I get my security deposit back? – Storyboard (Final version)

Vyond version Duration:

July 6, 2018

K. Sekardi

<p>19.</p>	<p>Don't be caught off-guard...check your lease for any administrative fees or non-refundable deposits that will not be returned.</p>	
<p>20.</p>	<p>Here's a tip!</p>	
<p>21.</p>	<p>If the landlord doesn't respond, or you disagree with any deductions, you may file a lawsuit for the return of your deposit.</p>	
<p>22.</p>	<p>However, you will need to prove in court that the landlord owes you this amount.</p>	
<p>23.</p>	<p>Go to AZ leg.gov ...and review ARS section 33-1321(D) for more detailed information on obtaining a refund of your security deposit from your landlord.</p>	
<p>24.</p>		