

**Arizona Commission on Access to Justice**  
**SRL-LJC Workgroup**  
**NOTES**  
**September 13, 2018**  
12:00 p.m. to 3:00 p.m.

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

**Telephonic:** Judge Thomas Berning, Anthony Young

**AOC Staff:** Julie Graber, Sabrina Nash, Theresa Barrett

**Matters considered:**

**1. Welcome and opening remarks**

The September 13, 2018, meeting of the SRL-LJC Workgroup was called to order by Judge Anna Huberman, Chair, at 12:10 p.m.

**2. Eviction-Related Projects**

Julie Graber discussed the workgroup's SharePoint website and noted that all storyboards, videos, and Legal Info Sheets have been uploaded on to the site. The storyboards are grouped by document types: mobile home, residential, and RV. Also, the current status is included. Members may watch the videos and comment on them. To keep the videos moving in production, videos will not be redone unless there is a legal issue involved warranting a change. Judge Huberman stated that most of the initial scripts approved by the workgroup have been translated into Spanish and are awaiting a second review by her. Once she completes the review, they will be ready for voiceover production.

**ACTION:** Members having trouble with the SharePoint website should contact Julie directly so that she can work with our IT Department to resolve the issue.

- Review eviction videos that have been produced.
  - B. Landlords - Going to court for an eviction action.** (English)  
Comments: lip sync is a little off in video, otherwise video is good. *Issue will be fixed.*
  
  - G. What is a stipulated judgment?** (English)  
Comments: The video is good.
  
  - A. What can a tenant do? – My landlord is not following the lease.** (Spanish)  
Comments: It is difficult to hear the speaker with the music in the background. *Issue will be fixed.*
  
- Review new scripts drafted and storyboarded.
  - I. Requesting continuances in eviction actions.**  
Live edit changes:  
**Scene 5 – “Be warned – if you do not appear at the initial date contained in the summons, a default judgment may be entered against you.”**

**Scene 14** – change **image** to “Hint: state a valid defense to the eviction action.”

**Scene 16** – “If the notice says it is an “immediate and irreparable eviction, it is not likely that a continuance will be granted.”

**Scene 17** – “The judge can grant a continuance of up to 3 days in Justice Court or 5 days in Superior Court even if your landlord does not agree to the request.”

**Scene 18** – “The continuance cannot be longer than those timeframes unless both parties agree.”

**Scene 19** – remove the word ~~“return”~~ from the script and graphic.

**Scene 21** – “Also, be aware that if your court date is continued into the next month, the judgment may include your rent for that ~~whole~~ entire new month even if you are ordered evicted in the first week.”

#### **J. When is a landlord required to accept rent?**

Live edit changes:

**Scene 2** - “You have been served a notice for non-payment of rent – how can you stop an eviction?” **Change** graphic to remove “5-Day Notice.”

**Scene 3** – remove “five-day notice” in both the script and graphic.

**Scene 6** - “The landlord cannot proceed with the eviction if the landlord accepts a partial payment, unless you and the landlord have signed a payment agreement.”

**Scene 7 – Mobile home/RV exception** “However, if you own your mobile home or RV in a park, the landlord can proceed with the eviction even if you make a partial payment.” **Add** mobile home graphic to Scene 7.

**Remove scenes 8-9**

**Scene 11** – “First, ensure you are offering the whole amount owed. If the landlord says you owe more money, ask for a written accounting of the entire balance.”

**Scene 12** – “Second, save your proof that you offered the whole amount, in case this goes to court.” (delete the rest of the sentence). Proof can be the money order or cashier’s check. It can also be written communication between you and the landlord.”

**Scene 13** – “If you are attempting payment in case, you should try to document the attempt.” **Change** graphic to cash.

#### **K. What is notice?**

Live edit changes:

Change title of storyboard to “What is notice?”

**Scene 2** – to read “The requirement for all remedies in Arizona landlord/tenant cases is to give proper notice. So, what is notice?”

**Scene 8** – to read “Alternately, the notice may be delivered by certified or registered mail. It is considered received 5 days after it is sent.”

**Remove Scene 9**

**Scene 11** – change the word received to “receive” in the graphic.

**Remove Scene 13** (combined with Scene 8).

#### **L. What is a month to month lease?**

Live edit changes:

**Scene 2** – to read “What is a residential month to month lease.”

**Scene 4** – to read “A lease can be month to month from when the tenant moved in.”

**Scene 8** – “It is easy for a landlord or a tenant to terminate a month to month lease in Arizona.”

**Scene 12** – “If a landlord gives a 30-day notice on the 17<sup>th</sup> of the month and the rent is due on the first, the tenant would have until the end of the following month.” Change graphic to a half calendar and a full calendar with xxx’s on the days and a circle around the move-out day.

**Scene 13** – “The tenant may not stop paying the rent just because the landlord gave a termination notice.” Replace the word “~~caution~~” with “warning.” Remove graphic with stop sign and add graphic with landlord.

**Scene 14** – “If the rent is not paid, the landlord may still give the tenant a five-day notice for non-payment and file an eviction action before the 30 days are up.”

**Scene 16** – Add graphic of tenant with arms crossed blocking the doorway.

#### M. Subsidized housing - Section 8

Live edit changes:

**Scene 9** – “This means that as long as a tenant remains in the Section 8 program, the landlord cannot properly evict a tenant just because Section 8 fails to pay its portion of the rent.”

**Scene 12** – becomes **Scene 11**.

**Scene 11** – becomes **Scene 12** – “If an eviction action has been filed, the tenant should tell the judge that Section 8 didn’t pay its portion.”

**Scene 19** – “A tenant may lose their voucher for failing to comply with program requirements. Add graphic of a piece of paper with Failure to Report and squiggly lines.

**New Scene 20** – “If that happens, the landlord and tenant will each receive a notice from Section 8. That notice will explain when the subsidy ends.” Add graphic of a contract and pile of money.

**New Scene 21** - “When the landlord issues a breach notice to the tenant, they are required under the guidelines to also provide a copy to Section 8.”

**New Scene 22** – “A landlord may not terminate a month to month lease with a Section 8 tenant without a valid reason. Those reasons are part of the program requirements. For other breaches, the landlord must provide Section 8 with a copy.”

#### N. Protection for domestic violence victims

**Scene 5** – “With the notice, include a copy of the Order of Protection that has been issued and served within the last 30 days.”

**Scene 8** - Change “~~retain~~” to “keep” in script and graphic.

**Scene 9** – “Security deposits are handled as usual. See the video entitled “How do I get my security deposit back?”

**Scene 12** – Add “For more information about ...go to the Domestic Violence webpage and review the Legal Info FAQs.” Julie offered to speak to Kay Radwanski about wording to use for Scene 12.

#### O. Active members of the military

**Scene 9** – “...provide written request to terminate lease early.”

**Scene 10** – “...pay the rent owed through the next 30 days or the date indicated on the order, or whichever is greater.”

**Scene 15** – “You may not terminate your lease solely because base housing becomes available.”

**Scene 16** – “If you are unable to pay your rent due to an action by the military, you should attend the eviction hearing and bring that evidence with you.”

**P. Protection for tenants being locked or forced out**

**Scene 2** – “A landlord may not lock a tenant out of the unit without first going to court and receiving a judgment and a writ of restitution.”

**Scene 3** – “Only a constable or sheriff may remove a tenant from the unit.”

**Scene 4** – “The tenants have several options if a landlord performs a lockout before receiving a judgment and writ of restitution.”

**Scene 6** – “Hint: If the landlord unlawfully locks the tenant out, many tenants have successfully resolved the problem by calling the police and showing them the lease.”

**Scene 8** - “Second, the tenant can immediately terminate the lease agreement even if it is in the middle of the lease.”

**Scene 11** – Change “consent” to “permission.”

**Scene 13** - “A tenant locked out under a writ of restitution has the right to return and remove any possessions but may be required to pay the landlord for the cost to move or store those possessions. For more information see the Legal Information Sheet “...”.”

The workgroup agreed that all storyboards reviewed today were deemed final with the changes discussed and did not require further review.

**3. Neutralizing Legal Info Sheets**

Julie stated that she was not able to work on neutralizing the Legal Info Sheets; however, she anticipates having them finalized next week and posted on SharePoint for the workgroup to review.

**4. Legal Info Videos and Legal Info Sheets webpages**

Julie demonstrated the proposed **Legal Info Hub** where Legal Info Podcasts, Legal Info Videos, Legal Info Sheets and Legal Info FAQs will be located. Legal Info Videos will be organized by housing type: residential, mobile home, or RV.

**Next SRL-LJC Meeting: January 31, 2019**