

State of Arizona  
COMMISSION ON JUDICIAL CONDUCT

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Disposition of Complaint 07-256

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Complainant: No. 1319910712A

Judge: No. 1319910712B

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**ORDER**

The commission reviewed the complaint filed in this matter and found no ethical misconduct on the part of the judge. The issue raised by the complainant is essentially legal or appellate in nature, and the more appropriate remedy would have been to appeal the judge's decision to a court with proper jurisdiction.

The commission is not an appellate court and cannot change a judge's decisions; therefore, the complaint is dismissed pursuant to Rules 16(a) and 23(a).

Dated: February 6, 2008.

FOR THE COMMISSION

    \ \ Keith Stott      
Executive Director

Copies of this order were mailed to the complainant and the judge on February 6, 2008.

*This order may not be used as a basis for disqualification of a judge.*

27 September 2007

To: Commission on Judicial Conduct

From: [REDACTED] Plaintiff

Subject: Request for review of case number [REDACTED]

Date: September 27, 2007

CJC-07-256

To Whom It May Concern:

Please review the enclosed documents regarding my civil case. I'm certain you will agree that Judge [REDACTED] made an error in ruling in the defendant's favor. Please note that the copy of the enclosed lease is a copy submitted to the defendant's attorney. The original copy of the lease is on file with the [REDACTED] justice court as evidence. The water addendum box on the back page is not checked on the original lease. My lease was tampered with because this box was not checked when I signed the lease. Please also note that the date on the enclosed addendum.

I am a recent former resident of four years at [REDACTED] Apartments in [REDACTED]. In [REDACTED] changes were implemented regarding a new water billing system. Prior to the change, the tenants paid a flat rate for water with bills ranging from \$16 to \$20 per month. After the change to the new billing system, the water bill for all of the tenants had increased by over 100%. My monthly water bill for a small one bedroom apartment had increased to almost \$50. We asked the property management company to explain the discrepancy, but were given no plausible explanation for the increase and were denied access to a copy of the monthly water bill.

I wrote to the property owners located in [REDACTED] explaining my concerns regarding the water bill but did not receive a response. I then spoke to the local district property manager of [REDACTED]. She would not offer any assistance nor would she allow us to view or obtain a copy of the monthly water bill. After numerous requests for a tenant-landlord meeting, a group of ten tenants met with her personally. She was still unable (unwilling) to substantiate the reason for the increase in our water bills.

We then consulted with the [REDACTED] to gain education on tenant landlord rights. We were advised to file a ten day notice to [REDACTED] stating they are not in compliance with the Arizona Revised Statutes, (A.R.S. 33-1314.01) and to consult an attorney. According to the statute, if an apartment community utilizes an allocation system to bill separately for water they must provide a month beginning, and month ending meter reading on the tenants' rental statements. The statute also states that the apartment complex is required to give a 90-day written notice to the tenants before they can legally change from a flat rate to an allocation billing system. The notification was not provided to the tenants. It further states that if the landlord does not comply with the request, the tenant may file a civil complaint for enforcement by the court.

The civil action was filed [redacted]; the trial date was on [redacted]. [redacted] Apartments was represented by an attorney. We did consult with an attorney but could not afford the attorney's fees of at least \$1800.

We had three witnesses including one former and two current tenants. We submitted 13 pieces of evidence that were "allowed" for review. On several of the pieces, the judge stated that she would "admit them for now" Does that mean it's subject to removal at a later time? In addition, I provided evidence that my lease had been tampered with regarding a water addendum on the back page of the lease. The attorney produced an out-of-date water addendum dated in 2003 which is not relevant to the lease I signed in 2006. Regardless of my objection, the judge allowed this document to be submitted as evidence. This was the defendant's only piece of evidence. Per the attorneys request, the judge would not permit one of my witnesses (a 71 year old man) to reference his paperwork to help spark his memory during his testimony, the judge ordered him to turn his papers face down.

Despite what we contend as clear-cut evidence, Judge [redacted] ruled in favor of the defendant.

The tenants at [redacted] must continue to pay whatever the manager decides to pencil in each month. They have been denied access by the court to the tools required to calculate their bill by way of a monthly meter reading, combined with a ratio billing system, as prescribed in the A.R. S. Landlord Tenant Act. The defendant's attorney contends that his client is in full compliance with the statutes but we have never received the meter readings or the ratio billing method.

The only recourse is to appeal the judge's decision. To do so would require paying fees associated with the transcription of the audio tape of the civil proceedings, a \$250 bond fee to appeal in the civil court, and a \$250 appellate fee for the superior court. I cannot afford to appeal her decision.

My lease expired in [redacted] and I was denied renewal when [redacted] received notice of the civil action. I incurred about \$1000 in moving expenses. To add insult to injury, I have been ordered to pay [redacted] \$39 court filing fee. The judge pondered for a moment before ruling that I would not be responsible their attorney's fees, which would have resulted in financial disaster for me. On September 24<sup>th</sup>, a motion to reconsider was filed by the attorney. He is requesting that she change her ruling and force me to pay the attorney fees of \$1735.50.

The judge's decision to rule in favor of the defendant has negatively impacted me emotionally and financially. [redacted] now has a license issued by the court to continue to break the law. She is obviously not familiar with the Arizona Landlord-Tenant Act and failed to acquaint herself with its provisions before making her ruling. Therefore, "Justice of the Peace Judges" lacking a formal legal education (I researched the Judge's background) are permitted to make decisions that negatively impact the lives and bank accounts of citizens who are simply trying to protect their rights. Isn't that what the civil justice system is supposed to do? Commissioning the civil court system for protection substantiated the fact that we are not protected by the law, it's shocking to realize that a Justice of the Peace Judge can overturn the law, which is exactly what happened in this case.

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We will never be protected by the law if the officials who are elected to support the provisions of the laws are not trained to uphold them. A change to the judicial system in this regard is vital to ensure that justice can be properly served to everyone.

Thank you for taking the time to review this matter.

