

State of Arizona  
COMMISSION ON JUDICIAL CONDUCT

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Disposition of Complaint 07-315

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Complainant: No. 1324010723A

Judge: No. 1324010723B

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**ORDER**

The commission reviewed the complaint filed in this matter and found no intentional ethical misconduct on the part of the judge. Therefore, the complaint is dismissed pursuant to Rules 16(a) and 23(a).

Dated: April 25, 2008.

FOR THE COMMISSION

    /s\ Keith Stott      
Executive Director

Copies of this order were mailed to the complainant and the judge on April 25, 2008.

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

We appeared in Court in a suit against for damages incurred from loss of rent and the condition that the apartment was left in. It was a cut and dry case of tenants skipping out without giving thirty days written notice according to the Arizona Residential Landlord Tenant Act. After discussing the case with an attorney we have been advised to enter a complaint against because of the gross errors that were committed against the written law and the way that the case was handled. It was very obvious that she either does not know or understand the law or had her own agenda and chose to follow that instead of looking at the facts. We are also placing a motion before to set aside the judgment.

Attached are copies of the documents that were submitted to the Hearing Officer.

I presented the attached timeline to the Hearing Officer of the events that led up to our day in court. I learned from the Crime Free Class offered to landlords through the Police Department that it was vitally important to have the events well documented and that the dates were very important in the legal process. After going through the timeline, touching upon only the most significant events that were crucial to our case, informed us that she was throwing out the dates and not to refer to them. They were not important. Our whole case hinged on the dates.

Upon viewing the pictures of the filth and damage done to the apartment she spent a good part of our time saying how she had boys and the tenants had boys and they do damage and that Landlords have the money set aside for such things. She stated that the things could be cleaned and how to repair the wall damage. We were well aware of that. She appeared to be very biased towards the tenants. Tenants are to leave the residence in the condition that they found it in when they moved in. We were in court to recoup damages because they were not in compliance with their lease not for instruction on how to repair walls. The pictures do not do justice to the damage or filth that was left behind but we had a witness with us to confirm the state of the apartment. She spent most of our time looking at the pictures and discounting them and did not give time or have interest in the details of the case. There were holes in walls, a bedroom door handle was replaced with a dead-bolt lock, a broken window, filthy appliances, and carpeting and pad that were destroyed. The whole door frame has to be replaced from damage done to it from excessive force in trying to enter the apartment when locked out their children when they were in the residence. The tenants were responsible for the small garden in front of their apartment and their fenced yard. She asked them and they said "No" discounting any of our responses. The tenants used the area behind the fence as their personal garbage dump. It is a gas line on our property that we are responsible to maintain. There is no gate to that area so one must climb over the fence back and forth to clean it out. The condition the apartment was left in had extremely more filth and damage than "normal wear and tear." treated us as though we were being picky on minor issues and that the damages and filth were "normal wear and tear."

It appeared that had no intention of returning to the apartment yet they claimed we didn't give them enough time to clean when we locked them out on . (See Abandonment Notice) The defendants kept interrupting and yelling that they had twenty days. She did not ask them what twenty days they were referring to or look at the facts. She seemed to cave into their emotional outcries and ramblings.

We stated that the tenants moved out without giving a thirty-day written notice. They did not schedule a walk-thru and have never returned the keys. They had left a phone message stating they were moving in a week or two. We sent a letter informing them that they needed to give thirty days written notice. (see attached letter ) They skipped out stated that they didn't need to give thirty days notice or written notice. That is in violation of the Arizona Landlord Tenant Act. (See attached copy of summary of the law)

The tenants left a few items, such as, a broken dresser, stained, old toys, old sleeping bag, old grills, very stained and soiled ice chests, and a great deal of garbage so we could not legally enter the apartment. We sent and posted a Notice of Abandonment and did not enter the apartment, except for a flooding incident, to abide by the notice. The items left had no value and needed to be hauled to the dump. We took possession of the property on , as stated above, with a witness. That did not allow us time to clean, repair and advertise the apartment and rent it for I believe the dates were crucial for our case but the judge threw them out.

asked us if we still had the items left behind by [redacted] and if they could pick them up. We said "Yes" agreed upon a time. That would have saved us from the expense and time of hauling the above items to the dump. Then [redacted] asked the defendant the value of the items of which he did not have a list of what he had left behind. He claimed their value to be over \$1000.00. She pushed us to put a value on them as new items so we said possibly \$100.00. She settled on \$350.00 judgment against us that we owed the Defendants in our case against them!!! We have pictures of the junk that was left behind. I don't know what happened to them picking up their junk. She charged them \$300.00 for cleaning which was in no way sufficient and allowed nothing for damages they incurred. She called it a wash. No one owed anyone anything. [redacted] had not filed a counter suit against us so [redacted] was out of compliance with the law in charging us for junk that was left behind when it was our case against [redacted]

As the Plaintiffs we spoke first and [redacted] interrupted us several times. We did very little talking. Most of our time was spent with [redacted] going through the pictures and telling us how we could correct the problems. We clearly knew what needed to be done and the reason we were in court was to recoup our losses. It didn't make any sense. When it was their turn we were respectful and did not interrupt. Many allegations were made against us that were not true but we were not allowed to respond to them.

In summary, we are submitting a complaint against the Hearing Officer, Justice Court in the Small Claims Division for the following reasons.

1. She did not acknowledge the dates that were crucial to our case.
2. She did not look at the facts of the case but rather responded to the emotional outcries of the Defendants.
3. She did not abide by the clearly stated law of the Arizona Landlord Tenant Act. (See attached paper stating that the tenants on a month-to-month basis must give thirty days written notice and that a tenant can be liable for two months rent.
4. She made a monetary judgment against us when [redacted] had not filed a countersuit against us.

We believe that because of her conduct in court that she is not fit to reside before cases when she does not abide by the law.

The attached papers were submitted to [redacted] The only papers she spent any time looking at were the pictures. I apologize for the poor quality of the enclosed pictures but I want to keep the originals. There is a page that explains the pictures. The pictures that the judge had were much clearer.

cc. Arizona Supreme Court

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*A recording of our case has been ordered.*