

State of Arizona
COMMISSION ON JUDICIAL CONDUCT

Disposition of Complaint 20-316

Judge:

Complainant:

ORDER

February 10, 2021

The Complainant alleged a justice of the peace unjustly evicted him.

The role of the Commission on Judicial Conduct is to impartially determine whether a judicial officer has engaged in conduct that violates the Arizona Code of Judicial Conduct or Article 6.1 of the Arizona Constitution. There must be clear and convincing evidence of such a violation in order for the Commission to take disciplinary action against a judicial officer.

The Commission does not have jurisdiction to overturn, amend, or remand a judicial officer's legal rulings. The Commission reviewed all relevant available information and concluded there was not clear and convincing evidence of ethical misconduct in this matter. The complaint is therefore dismissed pursuant to Commission Rules 16(a) and 23(a).

Copies of this order were distributed to all appropriate persons on February 10, 2021.

2020-316

COMPLAINT AGAINST A JUDGE

Name: _____

Judge's Name: _____

Instructions: Use this form or plain paper of the same size to file a complaint. Describe in your own words what you believe the judge did that constitutes judicial misconduct. Be specific and list all of the names, dates, times, and places that will help the commission understand your concerns. Additional pages may be attached along with copies (not originals) of relevant court documents. Please complete one side of the paper only, and keep a copy of the complaint for your records.

~~Dear sister Dear brother Dear family.~~
~~I have little response or respect, and~~
~~feeling to my suffering, and others.~~
~~in . . . I worked a construction company.~~
~~I had good wife. After everything~~
~~mess up. I couldn't get a job. with too~~
~~depression, I decided came to . but~~
~~I big mistake came here. + came to Europe~~
~~and . I was was in hospital in~~
~~and . and I had have bad times~~
~~in this country, judges in~~
~~hurt, and abused me. And I lost \$ thousand~~
~~box. I mailed my pain and lot of suffering~~
~~to the . who responsible. I had to~~
~~leave my country, came here, with out no reason~~
~~and no future. and do the government did as if~~
~~them self, who did many pain and problems to me~~
~~and to the world? I suppose no one. Because~~
~~they don't want to know. I am 300 years in the jail~~
~~to this jungle law country. they talking about~~
~~democracy. No sin no rightness no conscience~~
~~no mercy. just oil Power USA USA. I mailed~~
~~3 times to the judge that have bad mood bad depression~~
~~I didn't sign the lease, and the manager didn't~~
~~sign 30 days notice² to leave, where is it my~~
~~lease. Y R judge, and have responsible~~
~~to find my answers. and the lease.~~

2020-316

COMPLAINT AGAINST A JUDGE

Name: _____ Judge's Name: _____

Instructions: Use this form or plain paper of the same size to file a complaint. Describe in your own words what you believe the judge did that constitutes judicial misconduct. Be specific and list all of the names, dates, times, and places that will help the commission understand your concerns. Additional pages may be attached along with copies (not originals) of relevant court documents. Please complete one side of the paper only, and keep a copy of the complaint for your records.

what kind of the judge u R. and what kind of the country is it, because, u R judge u have power, and can do any thing, this is my right to know. who Per misson to the, Apt manger. took, my stree. my mother father Grand mom pies. my Pass port clothe, dec torme status and others. If the judge signed that she must say something, and must answer. oig in oct I text her the manger I need my lease first and last, she refused it. she made me, hounlisse I was in hotel a month. money gone. I slept in airport. dingrey hound on the hill. I called the Police, she locked the unit took my car and every thing. He said u have a Police report. Also, her attorney, helping her, dont say to him. But, the attorney must say to him self, and to her. bloody snake woman - we R attorney, we musnt lies to the judge he came to this country. we should help. and take care of him. He last his life. is not fair to hurt him. But they R happy. they made me hounlisse. and took my stree. in they have good democraey. the attorney, must come to the court your answers and suspen & the his her license, and, the -
→ other side the Page

manger must come to the jail, and paired
But in , No one care, no feeling
to the victims, this is. justice.

I missed my brother. He had heart attacked
the bloody snake manger, took every thing.
including, my brother phone numbers -
more than 2 years. I dont know, what happen
to him. there is no hope for me to live.

every thing gone. If some thing happen to
me. the sudge ^{the} manger the attorney Government
R responsible - to my body in the grave
really this is terrible country country, at the
time talking democracy. I called the legal aid
service. , No answer to get the -
attorney. If u know any private, attorney
mail it to me. the manger emotionally
Physically hurt and abused me. she
must say y, she did to me. she did for -
revenge. she was upset, I am leaving.

ARS 33-1370

landlord as a security deposit is forfeited and shall be applied to the payment of any accrued rent and other reasonable costs incurred by the landlord by reason of the tenant's abandonment.

C. If the tenant abandons the dwelling unit, the landlord shall make reasonable efforts to rent the dwelling unit at a fair rental. If the landlord rents the dwelling unit for a term beginning before the expiration of the rental agreement, the rental agreement is deemed to be terminated as of the date the new tenancy begins. If the landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental or if the landlord accepts the abandonment as a surrender, the rental agreement is deemed to be terminated by the landlord as of the date the landlord has notice of the abandonment. If the tenancy is from month to month or week to week, the term of the rental agreement for this purpose shall be deemed to be a month or a week, as the case may be.

D. After the landlord retakes possession of the dwelling unit, and if the tenant's personal property remains in the dwelling unit, the landlord shall prepare an inventory and notify the tenant of the location and cost of storage of the personal property in the same manner prescribed in subsection A of this section.

E. After the landlord retakes possession of the dwelling unit, the landlord may store the tenant's personal possessions in the unoccupied dwelling unit that was abandoned by the tenant, any other available unit or any storage space owned by the landlord or off the premises if a dwelling unit or storage space is not available. The landlord is not required to store the tenant's perishable items, plants and animals on behalf of the tenant. The landlord may remove or dispose of, as appropriate, the perishable items, including plants. At the landlord's discretion, the landlord may remove and dispose of any personal property in the dwelling unit that is contaminated or may be considered a biohazard or poses a health and safety risk. At the landlord's discretion, the tenant's abandoned animals may be immediately removed and released to a shelter or boarding facility. The landlord shall keep a record of the name and location of the shelter or boarding facility to which the animal was released to a shelter or boarding facility, the landlord shall provide reasonable care for the abandoned animals for the period prescribed by subsection F of this section. If the landlord is unable or unwilling to provide reasonable care to the abandoned animals, the landlord shall notify the county enforcement agent as defined in section 11-1001 or an animal control officer as prescribed in section 9-499.04 of the presence of the tenant's abandoned animals on the property to be seized pursuant to section 13-4281. The landlord is not liable for any actions taken in good faith related to the removal, release, seizure or care of the abandoned animals pursuant to this section.

F. The landlord shall hold the tenant's personal property for a period of fourteen calendar days after the landlord retakes possession of the dwelling unit. The landlord shall use reasonable care in moving and holding the tenant's personal property. If the landlord holds the property for this period and the tenant makes no reasonable effort to recover it, the landlord may donate the personal property to a qualifying charitable organization as defined in section 43-1088 or otherwise recognized charity or sell the property. If the landlord sells the property, the landlord shall retain the proceeds and apply them toward the tenant's outstanding rent or other costs that are covered in the lease agreement or otherwise provided for in this chapter or title 12, chapter 8 and that have been incurred by the landlord and excess proceeds shall be mailed to the tenant at the tenant's last known address. A tenant does not have any right of access to that property until the actual removal and storage costs have been paid in full, except that the tenant may obtain clothing and the tools, apparatus and books of a trade or profession and any identification or financial documents, including all those related to the tenant's immigration status, employment status, public assistance or medical care. The landlord may destroy or otherwise dispose of some

or all of the property if the landlord reasonably determines that the value of the property is so low that the cost of moving, storage and conducting a public sale exceeds the amount that would be realized from the sale. Any tax benefit associated with the donation of the personal property belongs to the tenant. A landlord that complies with this section is not liable for any loss to the tenant or any third party that results from moving, storing or donating any personal property left in the dwelling unit.

G. For a period of twelve months after the sale the landlord shall:

1. Keep adequate records of the outstanding and unpaid rent and the sale of the tenant's personal property.

2. Hold for the benefit of the tenant any excess proceeds that have been returned as undeliverable.

H. If the tenant notifies the landlord in writing on or before the date the landlord sells or otherwise disposes of the personal property that the tenant intends to remove the personal property from the dwelling unit or the place of safekeeping, the tenant has five days to reclaim the personal property. To reclaim the personal property the tenant must only pay for the costs associated with removal and storage for the period the tenant's personal property was stored. Except as provided in subsections E or I of this section for personal property exempt from storage requirements, within five days after a written offer by the tenant to pay the applicable storage or removal costs the landlord must surrender possession of the personal property in the landlord's possession to the tenant upon the tenant's tender of payment. If the landlord fails to surrender possession of the personal property to the tenant, the tenant may recover the possessions or an amount equal to the damages determined by the court if the landlord has destroyed or disposed of the possessions before the fourteen days specified in this section or after the tenant's offer to pay.

I. Notwithstanding subsections d, e, f and g of this section, if the tenant returns to the landlord the keys to the dwelling unit and there is personal property remaining in the dwelling unit, the landlord may immediately remove and dispose of the personal property without liability to the tenant or a third party unless the landlord and tenant have agreed in writing to some other treatment of the property.

J. For the purposes of this section "abandonment" means either the absence of the tenant from the dwelling unit, without notice to the landlord for at least seven days, if rent for the dwelling unit is outstanding and unpaid for ten days and there is no reasonable evidence other than the presence of the tenant's personal property that the tenant is occupying the residence or the absence of the tenant for at least five days, if the rent for the dwelling unit is outstanding and unpaid for five days and none of the tenant's personal property is in the dwelling unit.

33-1371. Acceptance of partial payments

A. A landlord is not required to accept a partial payment of rent or other charges. A landlord accepting a partial payment of rent or other charges retains the right to proceed against a tenant only if the tenant agrees in a contemporaneous writing to the terms and conditions of the partial payment with regard to continuation of the tenancy. The written agreement shall contain a date on which the balance of the rent is due. The landlord may proceed as provided in article 4 of this chapter and in title 12, chapter 8 against a tenant in breach of this agreement or any other breach of the original rental agreement. If the landlord has provided the tenant with a notice of failure to pay rent as specified in section 33-1368, subsection B prior to the completion of the agreement

**THE COMMISSION'S POLICY IS
TO POST ONLY THE FIRST FIVE
PAGES OF ANY DISMISSED
COMPLAINT ON ITS WEBSITE.**

**FOR ACCESS TO THE
REMAINDER OF THE
COMPLAINT IN THIS MATTER,
PLEASE MAKE YOUR REQUEST
IN WRITING TO THE
COMMISSION ON JUDICIAL
CONDUCT AND REFERENCE
THE COMMISSION CASE
NUMBER IN YOUR REQUEST.**