

State of Arizona
COMMISSION ON JUDICIAL CONDUCT

Disposition of Complaint 21-429

Judge:

Complainants:

ORDER

July 7, 2022

The Complainants alleged improper rulings in an eviction action.

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).

Commission members Christopher W. Ames and J. Tyrrell Taber did not participate in the consideration of this matter.

Copies of this order were distributed to all appropriate persons on July 7, 2022.

We are the plaintiff _____ in our eviction procedure for non payment of the rent against _____ the defendant. Please refer to case number _____ on the complaint form attached. At our _____ hearing, the presiding judge, Judge _____ asked the defendant if she would pay the rent! Defendant said she sent me _____ rent. However, we stated to the judge that no such payment was made and requested that the judge ask for proof of payment, which she did not do! No payment of rent has been received by us in this matter. The judge simply decided that the defendant paid us when in fact she has not made the rent payment. This should have been a simple instance of non payment with no proof of the same and been resolved forthwith with the judge issuing a writ of reestitounf if the tenant can't provide proof during hearing.

Judge _____ instead let this matter go to trial regardless of the Arizona law that protects landlords for non-payment of the rent when payment cannot be verified.

Also, during the trial, the judge started to read a letter about Defendant utilities demand letter claiming she is entitled to utility bill reimbursement in the amount of one half the bill vs the one third of reimbursement that we had agreed to and paid to Defendant monthly. She now claims that she arbitrarily and without any discussion with Plaintiff that she is now entitled to half reimbursement. We told the judge that we have evidence _____ that she agreed to one third reimbursement, however the judge once again sided with the plaintiff without requesting or reviewing our evidence, stating that there wasn't enough time to review the document. _____ place is _____ times bigger than other tenant's space and there are _____ people and one unauthorized dog in her place, but there is only _____ person in the next door. So we had an agreement for _____ from _____ We reimburse her every time she sends us bill. In _____ after we received her gas and aps bills we reimburse her right away, as does the tenant next door for his share of the bills.

Defendant receives reimbursement from us and the tenant next door, however she actually keeps those funds and has the government family human resource department pay the entire amount of the utility bills. She has been using government funding to pay the utility bills, but we have still been paying one third of the bills to her. And remarkably the Judge ruled we need to "reimburse: her one half the bills going forward, not the agreed to one third!!!!

I do not understand how judge _____ has a right to give an order against the landlord's agreement with the tenant for 1/3 reimbursement. He ignored our non payment claim and requests for Plaintiff to *show proof of payment and further burdened us with a one half utility reimbursement without hearing our position and evidence of their reimbursement history.* Lastly Judge _____ said he believes we lied to him regarding unit issues, which is totally untrue.

He also said the lease we sent to the court is informal because it lacks Plaintiff's signature. So he refers to another lease that expired _____ years ago. Plaintiff has refused to sign the leases.

Judge _____ made no effort to listen to our side and review the facts of this matter. And he has created additional issues when he sided with Plaintiff on an increase of utility reimbursement to one half, even though we have a one third reimbursement agreement in place for years and the tenant now has outside government resources that pays all of it, not Plaintiff.

We would appreciate your reviewing the above and providing us some assistance on this matter as soon as possible.

Evidence 1.

Reimbursement History Since

Filter (1)

Payments received

Payments sent

Completed

Completed

Done

Statement



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continued on the next page



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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.**