

GREEN VALLEY JUSTICE COURT EVICTON ACTION

If you want to file an Eviction Action (Complaint & Summons Tenant Eviction) . . .

AN EVICTION (Forcible Detainer/Special Detainer) action is filed for alleged violations of the lease or rental agreement or of the Arizona Residential Landlord and Tenant Act.

The rental property subject to the action must be located in the justice court precinct (venue).

You must give the tenant proper notice and you must wait until the business day after the expiration of the tenant's notice before filing the eviction action in the justice court. The justice court does not provide the initial notice to vacate forms; if you need more information on the type of notice you must deliver to the tenant you may refer to the Arizona Residential Landlord Tenant Act online at <http://www.azcourts.gov/selfservicecenter/Eviction-Actions>.

You may file an eviction action in the **Justice Court** if the total amount due **does not exceed \$10,000.00**. *If the amount exceeds \$10,000.00 you must file in the Superior Court.*

Please STOP...

- If the location of the rental property is not located in this justice court precinct.
- If the total amount due exceeds \$10,000.00.
- If you did not serve the tenant with the proper notice.

Please PROCEED...

- If you are filing within the correct jurisdiction / venue.
- If you are claiming \$10,000.00 or less in rent or damages.
- If you have properly served notice on the tenant and the time in the notice has completely expired.

FORMS needed . . .

- Summons & Complaint Residential Eviction Action

INSTRUCTIONS:

1. Obtain a copy of the Arizona Residential Landlord & Tenant Act and familiarize yourself with the contents.
2. Read the attached Information for Landlords and Tenants.
3. Check the venue for your complaint on the court precinct map. You are responsible for filing your case in the correct court.
4. Complete the summons and complaint forms. Make 3 copies of the forms if you are filing against one person; make 4 copies if you are filing against two persons (such as a married couple), etc.
5. Bring the original and copies of the summons and complaint forms, together with a copy of the eviction notice served on the tenant, to file with the court clerk and pay the court filing fee.
6. Make arrangements with a licensed process server, constable or law enforcement to serve the following documents on the defendant:
 - Summons,
 - Complaint,

- Residential Eviction Information Sheet
- A copy of the provisions of any lease agreement and any addendums related to the underlying basis of the eviction action, and
- A copy of the accounting of charges and payments for the preceding six months, if the action is based on non-payment of rent.

IT IS IMPORTANT THAT ALL PARTIES KEEP THE COURT APPRISED OF ANY CHANGE IN ADDRESS - A NOTICE OF CHANGE OF ADDRESS form must be filed with the court when a party changes their address.

INFORMATION FOR LANDLORDS AND TENANTS

General Information

This information page for landlords and tenants provides an overview of the Arizona Residential Landlord and Tenant Act and the references cited are to the applicable portion of the Arizona Revised Statutes. This information is provided for apartment and home rentals. The rules for renting a mobile home or a space for a mobile home are similar but are not covered by these pages. Mobile home parks are governed by a different set of statutes that can be found at A.R.S. §§ 33-1401 - 33-1501.

A landlord can bill separately for utilities but cannot require a tenant to sign a lease that requires a tenant to waive any rights under Arizona law. A.R.S. §§ 33-1314.01 & 33-1315. It is also illegal for a landlord to allow someone to live in a residence rent free in return for the landlord not maintaining the property. A.R.S. § 33-1316. In addition, a landlord cannot refuse to rent a residence on the basis that the potential tenant has children. A.R.S. § 33-1317. Landlords must also register with the county assessor. A.R.S. § 33-1902.

From the tenant's perspective, perhaps the most important thing to remember is that a tenant has a duty to pay rent and to pay that rent on time. If a tenant fails to do so, the landlord will likely bring an eviction action. There is no provision in Arizona law that allows a tenant to withhold rent because the landlord is being disagreeable or because a landlord broke oral promises to a tenant. Except as explained below, a tenant may not withhold rent.

Tenant Obligations

In addition to the obligation to pay rent on time, a tenant must do the following under Arizona law. A.R.S. §§ 33-1341 & 33-1344.

- Keep the residence clean and safe
- Remove and dispose of trash
- Keep all plumbing fixtures clean
- Use electrical appliances, heating and air-conditioning systems and plumbing in a reasonable manner
- Not deliberately or negligently damage the property or allow someone else to do so
- Unless agreed otherwise, use the property only as a residence

Access by Landlord to Residence A.R.S. § 33-1343

A tenant cannot unreasonably withhold consent to the landlord to enter the residence in order to inspect the premises or make repairs. Unless there is an emergency or unless it is impracticable to do so, the landlord

must give the tenant at least two days' notice that he is going to enter the residence. The landlord can only enter at reasonable times.

Landlord Obligations

A landlord is required to do the following under Arizona law. A.R.S. §§ 33-1322 – 1324.

- Provide the tenant with the name and address of the property's owner and manager
- Provide the tenant with a free copy of the Arizona Landlord and Tenant Act
- Provide the tenant with a signed copy of the lease
- Provide the tenant with possession of the residence
- Comply with applicable building codes
- Make necessary repairs so that the residence is habitable
- Keep common areas clean
- Maintain all electrical, plumbing, heating, and air-conditioning equipment
- Provide for the removal of trash
- Supply running water and reasonable amounts of hot water

Security Deposits A.R.S. § 33-1321

A landlord can require that the tenant make a security deposit to cover any potential damages made to the property. The amount of the security deposit cannot be more than one and one-half month's rent. Upon move-in, the landlord is required to furnish the tenant with a signed copy of the lease, a form documenting any damages to the property, and written notification that the tenant may be present at the move out inspection. However, the tenant is required to ask the landlord when the move out inspection will occur. If a tenant requests the security deposit back after he has moved out, the landlord must return it or provide an itemized list of all of the deductions taken for property damage and the balance of the deposit within 14 days. If the landlord fails to do so, the tenant can file suit in a justice court and recover twice the amount wrongfully withheld.

TENANT OPTIONS IF LANDLORD FAILS TO COMPLY

Self-Help for Minor Defects A.R.S. § 33-1363

If a landlord fails to make repairs and the problem can be fixed for either less than \$300.00 or an amount equal to one-half of the monthly rent (whichever is greater), the tenant can notify the landlord of his intention to repair the problem at the landlord's expense. The notification must be in writing. If the landlord does not fix the problem within 10 days from receiving the notice, the tenant can hire a licensed contractor, submit a repair bill to the landlord, and deduct the cost of the work from his rent. This provision does not apply if the damage was caused by the tenant or one of his guests. Sample notices are available at www.AZLawHelp.org

Failure to Supply Essential Services A.R.S. § 33-1364

If a landlord fails to provide running water, gas and/or electrical service, or fails to provide reasonable amounts of hot water, heat and/or cooling, then the tenant may give notice to the landlord that he is in breach of the lease. Sample notices are available at www.AZLawHelp.org. At that point, the tenant has one of the following three options.

Option One: The tenant can arrange for utilities on his own and deduct the cost from the rent. With the utility company's approval, a tenant group or group of tenants can pay a landlord's delinquent utility bill and deduct that amount from their rent.

Option Two: The tenant can file suit and recover damages based on the decreased fair rental value of the residence.

Option Three: The tenant can find substitute housing (e.g. a motel) during the period of the landlord's noncompliance. If this occurs, the tenant is excused from paying rent for as long as the landlord does not provide the essential service.

Other Noncompliance by the Landlord A.R.S. § 33-1361

If the landlord fails to comply with the lease in a material way, the tenant can deliver a written notice to the landlord explaining the failure and stating that the lease will terminate in 10 days. If the landlord's noncompliance is materially affecting the tenant's health and safety, then the same notice can state that the lease will end in 5 days. There are two exceptions. First, if the problem can be fixed before the date specified on the notice, then the lease will continue. Second, the problem cannot have been caused by the tenant or his guest.

Military Orders and Lease Provisions

Under the Service Members' Civil Relief Act, a military member can break his lease upon receipt of Permanent Change of Station orders or upon receipt of orders deploying him for at least 90 days. 50 App. U.S.C.A. § 535(a). If one of those events occurs, then the landlord cannot refuse to allow the military tenant to leave. This provision of federal law also applies to any of the military member's family members who may have responsibility under the lease. 50 App. U.S.C.A. § 535(a)(2). A military tenant who is either moving or being deployed is still responsible for any reasonable repair costs to the residence beyond normal wear and tear.

To terminate a lease under this law, the military member must provide the landlord with written notice and a copy of the orders. 50 App. U.S.C.A. § 535(c)(1)(A). The military member can either deliver this notice in person or mail it certified mail, return receipt requested, to his landlord. 50 App. U.S.C.A. § 535(c)(2).

Eviction (Forcible Detainer) Actions A.R.S. §§ 33-1368; 33-1377

An eviction is a type of lawsuit called a forcible detainer. An eviction/forcible detainer indicates that the tenant has remained in or on the property after the landlord has given written notice that the rental agreement has been terminated and that the tenant must leave the property. A landlord can file an eviction/forcible detainer action against a tenant for nonpayment of rent, if the tenant has breached the lease, or if the tenant has committed a crime. An eviction/forcible detainer actions seek the eviction of the tenant and the repossession of the rental property. They may also be filed if the tenant misrepresented information to the landlord or has unauthorized occupants in the residence.

Most eviction/forcible detainer actions involve an allegation that the tenant has not paid rent on time. If a tenant fails to pay rent, the landlord can give notice that he will terminate the lease if the rent is not paid within five days. After the five-day notice, the landlord will most likely not be willing to accept partial payment because he will not be able to proceed with the case unless the tenant agrees in writing that the landlord can do so. A.R.S. § 33-1371. On day six, the landlord can file suit. The tenant's inability to pay the rent is not a legal defense to the lawsuit. However, the tenant does have some options.

The tenant can pay all of the rent and any late fees any time before the eviction/forcible detainer is filed to avoid eviction. If the action has been filed, then the tenant must pay all past due rent, late fees, attorney's fees and court costs. If the tenant does so before a judgment is entered, he can avoid eviction. After a judgment has been entered, reinstatement of the lease is solely at the landlord's discretion.

As a general rule, the only defense to an allegation of nonpayment of rent is that the rent was actually paid, in the manner and in the amount provided in the lease.

What Will Happen In Court

Eviction/forcible detainer cases are similar to other kinds of lawsuits; however, they move through the court system very quickly. The landlord begins the case by filing a summons and complaint and a copy of the eviction notice served on the tenant. The landlord then serves on the tenant by one of the acceptable methods, the summons, complaint, Residential Eviction Information Sheet, copy of the provisions of any lease agreement and any addendums related to the underlying basis of the eviction action, and if the action is based on non-payment of rent, a copy of the accounting of charges and payments for the preceding six months. The landlord will have to pay a filing fee to the court. After receiving the lawsuit, the tenant should file an answer. The answer form gives the tenant several options to check and explain as to why the landlord should not prevail. The tenant will have to pay an answer fee to the court. If the tenant is unable to afford the answer, the tenant may apply for a waiver or deferral of that fee. If the tenant believes that the landlord owes him money, then the tenant may file a counterclaim.

The summons indicates that a trial will occur on the date listed on the summons. If the tenant fails to appear, and the landlord or his attorney is present, then a judgment will most likely be entered against the tenant. At the date and time listed on the summons, the justice of the peace will start calling cases. If both parties are there, the judge will ask the tenant whether the complaint is true. If the tenant says that the complaint is untrue, then the tenant will need to briefly tell the judge why. If the reason appears to be a legal defense, then the judge will need to take testimony from both sides and make a decision after a trial.

If a landlord receives a judgment against a tenant, he may apply for a writ of restitution for repossession of the residence in five days. There is a fee for issuing the writ. These writs are served by constables or the Sheriff's Office, who will direct the tenant to leave at that time. There is a fee for the service of the writ. The landlord can cut off utility services to the residence at that time but cannot dispose of or sell any of the tenant's personal property for 21 days. A.R.S. §§ 33-1368E – 33-1370.

A tenant can avoid the hassle, expense and embarrassment associated with a writ of restitution by turning in the keys to the landlord. Doing so ends the tenant's possession of the residence.

Appeal from a Judgment

A tenant may appeal an eviction/forcible detainer judgment to superior court. Within five days from the date of the judgment, the tenant must do the following.

- (1) File a Notice of Appeal.
- (2) File a Designation of Record.
- (3) Pay an appeal fee or file a request for a waiver or deferral of that fee.

If the tenant wants to stop the execution of the judgment, then he must also file a supersedeas bond. A supersedeas bond must be in an amount equal to the judgment and costs. Superior Court Rule of Civil Appellate Procedure 6(a)(1). In addition, a tenant must continue to pay rent to the court to stay an eviction action. Superior Court Rule of Civil Appellate Procedure 6(a)(5).

PLAINTIFF CHECKLIST

For a Residential Eviction Action Filed in the Justice Court

The following checklist may assist you in processing your complaint and preparing you for a court hearing. Check off each action that has been completed.

You may visit <https://www.azcourthelp.org> to view Residential Eviction Action informational videos or www.azcourts.gov/eviction for additional information regarding Mobile Home and RV evictions.

Filing the Summons and Complaint

- Date COMPLAINT filed, Summons issued, and filing fee paid _____. The Summons will include a hearing date and time (Initial Appearance).
- A copy of the notice to vacate that was served on the tenant must be attached as an exhibit to the complaint.

Serving the Summons and Complaint

- Print one copy of the summons and complaint for each defendant.
- Date SUMMONS with attachments and COMPLAINT with attachment(s), including any required written notice, was served _____. The summons and complaint must be served upon each Defendant by a constable, sheriff, or registered private process server. Service fees will apply.

Serve the complaint and summons with the following additional documentation:

- Residential Eviction Information Sheet;
- A copy of the provisions of any lease agreement and any addendums related to the underlying basis of the eviction action; and
- If the action is based on non-payment of rent, a copy of the accounting of charges and payments for the preceding six months.

Service of these documents must be completed at least two days before the date set for the initial appearance in court. *See A.R.S. § 12-1175(C); and A.R.S. § 33-1377(B).*

Initial Appearance in Court

- At the date and time provided on the summons, you must appear at the initial appearance. Otherwise, the judge may dismiss the case.
- A judgment form is generated by the e-filing system; however, it is not electronically filed. Print a copy of the judgment form and fill out the form. NOTE: The interest rate cannot exceed statutory limits. *See A.R.S. § 44-1201.* Bring this form to court for the initial appearance. The Court will complete the Judgment form when the case is decided.

Writ of Restitution

- Print a copy of the Writ of Restitution form that is provided with your submission and bring the form to court for the initial appearance. If the Writ is issued, *see A.R.S. § 33-1370* regarding your obligations after service of the Writ.

() _____

Attorney for Plaintiff / Address / Phone /
Email / Fax / Bar Number

FOR CLERK'S USE ONLY

GREEN VALLEY JUSTICE COURT
601 N. La Cañada Drive Green Valley, AZ 85614 (520) 222-0200

Case Number: _____

() _____

Plaintiff(s) Name / Address / Phone / Email

() _____

Defendant(s) Name / Address / Phone / Email

COMPLAINT (*Eviction Action*)

Immediate Residential Mobile Home Commercial

YOUR LANDLORD IS SUING TO HAVE YOU EVICTED, PLEASE READ CAREFULLY THE ALLEGATIONS AGAINST YOU LISTED BELOW.

1. This court has jurisdiction to hear this case. The rental is within this court's judicial precinct and is located at: _____
The business name of the property, if any, is _____.
2. The Plaintiff wants you evicted and wants possession of the rental because of the reasons in section 6.
3. Any required written notice was served on the Defendant on _____ and was served:
 by hand, by certified mail, or other (explain) _____.
4. A copy of the notice that was served is attached.
5. This case involves a subsidized rental property.
6. The Plaintiff is the owner or is authorized by law to file this case on behalf of the owner. The Plaintiff wants you evicted and wants possession of the rental.

The Plaintiff claims (check and complete all that apply):

NON-SUBSIDIZED HOUSING: The Defendant has failed to pay the rent owed. The rent is unpaid since _____. There is a prior unpaid balance of \$_____. The rental agreement requires rent of \$_____ to be paid on the _____ day of each month week. The rental agreement provides for late fees calculated in the following manner: _____.

SUBSIDIZED HOUSING: The Defendant has failed to pay the rent owed.
Total rent per month is \$_____.
Tenant’s portion of rent per month is \$_____.
Housing assistance payment per month is \$_____.
Total amount of tenant’s portion owed by tenant is \$_____.

Notice: If you are a residential tenant and the only claim your landlord makes is that you have not paid your rent, you may contact your landlord or your landlord’s attorney and offer to pay all of the rent due, plus any reasonable late fees, court costs and attorney’s fees. If you pay these amounts before a judgment is entered, then this case will be dismissed, and your rental agreement will be reinstated and will continue.

NON-COMPLIANCE: After getting a notice, the Defendant failed to do the following:

on this date: _____, at the following location _____.

IRREPARABLE BREACH: The Defendant has committed a material and irreparable breach. Specifically, on this date _____, at the following location _____ the Defendant did the following: _____

_____.

OTHER ALLEGATIONS OF NON-COMPLIANCE ON WHICH EVICTION ACTION IS BASED: State the date or dates notice of non-compliance was given and attach a copy of each notice, if applicable, to this Complaint:

_____.

7. As of the filing date the Defendant owes the following:

Rent (current and prior months accrued since filing)	
totaling.	\$ _____
Late fees: (if any in written agreement).	\$ _____
Utilities (as authorized by law)	\$ _____
Other fees or charges (as authorized by law).	\$ _____ (Add more lines for specific fees and charges)
Rental concessions (if any in written agreement)	\$ _____
Specify how calculated: _____	
Reimbursable court costs	\$ _____
Attorney's fees (if allowed)	\$ _____
Other allegations of damages (as authorized by law). . . .	\$ _____
Total Amount Requested	\$ _____

8. The Plaintiff requests a Judgment for the amounts owed above and for possession of the rental, plus after accruing rent and late fees due as of the date of the judgment, court costs and attorney fees.

9. WRIT OF RESTITUTION: The Plaintiff requests the court issue a Writ of Restitution returning the rental to the Plaintiff's possession 5 calendar days after the date the Judgment. If the eviction is for the material and irreparable breach explained above, return of possession is requested 12 to 24 hours from the time of the Judgment.

10. By signing this complaint, I am agreeing that the allegations written are true and correct to the best of my knowledge.

Date: _____

Plaintiff / Attorney for Plaintiff

Please inform court staff if interpreter services are required: <input type="checkbox"/> Yes, I need interpreter services. Language: _____

FOR CLERK'S USE ONLY

**Green Valley Justice Court
601 North La Cañada Drive Green Valley AZ 85614 (520) 222-0200**

Case Number: _____

() _____

() _____

Plaintiff(s) Name / Address / Phone / Email

Defendant(s) Name / Address / Phone / Email

SUMMONS (*Eviction Action*)

[] Amended

THE STATE OF ARIZONA TO: _____

Name of Defendant

YOU ARE HEREBY SUMMONED TO APPEAR. An **Eviction Case** has been filed against you. A court hearing has been scheduled.

Date: _____ Time: _____

At the: **Green Valley Justice Court 601 N. La Cañada Dr. Green Valley Arizona 85614**

PLEASE ARRIVE EARLY

REQUESTS FOR REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES
SHOULD BE MADE TO THE COURT AS SOON AS POSSIBLE.

If an interpreter is needed, please contact the court listed above as soon as possible.

1. You have a right to come to court.

Case Number: _____

2. If you do not agree with the claims against you on the attached complaint, you must come to court at the date, time, and location listed above and explain your reasons to the judge.
3. If you do not agree with the claims in the complaint, you also may file a written answer admitting or denying some or all the claims and pay the answer fee. (See number 5.)
4. If you have a statutory basis to file a counterclaim, which is limited to damages resulting from the landlord's breach of the lease or violation of the Residential Landlord Tenant Act, it must be in writing and served upon the opposing party. ARS section 33-1365.
5. If you cannot afford the filing fee, you may apply for a deferral or waiver of the filing fee at the court.
6. **IF YOU FAIL TO APPEAR**, a judgment will likely be entered against you, granting the relief specifically requested in the complaint, including removing you from the rental.
7. To learn more, see the attached Residential Eviction Information Sheet or contact the court.

Date: _____

Justice of the Peace

RESIDENTIAL EVICTION INFORMATION SHEET (REIS)

(PUBLICATION AND DISTRIBUTION REQUIRED BY THE ARIZONA SUPREME COURT)

Notice A landlord must provide a tenant with written notice saying why the eviction process has started. The tenant should have received this notice before this lawsuit was filed or with the summons.

Rent Cases If this lawsuit has been filed for not paying rent, the tenant can stop it and continue living in the residence by paying all rent now due, late fees, attorney's fees and court costs. After a judgment has been granted, reinstatement of the lease is solely in the landlord's discretion. Inability to pay rent is not a legal defense and the judge cannot give more time to pay, even if the tenant is having financial problems.

Before Court Eviction cases move through the court system very quickly. If the tenant disagrees with the landlord's allegations, the tenant is encouraged to file a written answer. The answer form available from the court allows the tenant to admit or deny the allegations and explain his or her position. If the tenant cannot afford to pay the answer fee, he or she may apply for a waiver or deferral of that fee. If a tenant believes that the landlord owes him or her money, the tenant may under some circumstances file a counterclaim. The summons states that a trial will occur on the date listed, but due to the high volume of cases, a trial may not occur then. If the tenant fails to appear, and the landlord or his attorney is present, a judgment will probably be entered against the tenant. Tenants can represent themselves or arrange for lawyers to represent them. The court will not provide a lawyer.

At Court At the time listed on the summons, the judge will start calling cases. If both parties are present, the judge will ask the tenant whether the complaint is true. If the tenant says "no", he or she will need to briefly tell the judge why. If the reason is a legal defense, the judge will need to hear testimony from both sides and make a decision after a trial. After talking to the landlord or its attorney, a tenant may wish to agree to what the landlord is requesting by signing a "stipulation". A stipulation is an agreement under which the parties resolve the dispute on the basis of what the agreement says. Only matters contained in the written agreement can be enforced. These agreements should be clear and understandable by both parties. Most stipulations include judgments against tenants.

Continuances Either party may ask that the court date be delayed. The court will agree only if there is a very good reason. A delay will be no more than three business days. There is no assurance a delay will be granted and parties should come to court prepared for trial and bring necessary witnesses and documents.

After a Judgment If a landlord receives a judgment, it may apply for a writ of restitution to remove the tenant(s) and all occupants. Writs of Restitution are served by constables, who will direct the residents to leave. A tenant may avoid the difficulties associated with a writ of restitution by vacating the property and returning the keys to the landlord. This ends the tenants' possession of the residence. A tenant will have five (5) days to vacate the premises unless the court has found a material and irreparable breach of the lease by the tenant, in which case the tenant has only twelve (12) to twenty-four (24) hours to vacate. A judgment will probably appear on a tenant's credit report for several years. Parties wishing to appeal from a judgment have five days to do so after the judgment is entered and can obtain forms and information from the court filing counter. If a tenant wants to remain in the rental home during the appeal, the tenant must also pay an appropriate bond and continue to pay rent into court as it becomes due. If the tenant prevails the court will dismiss the case. Absent an appeal, the tenant will need to obtain the landlord's approval and enter a new lease to continue living in the residence.

Sources of Additional Information You can get copies of the Arizona Residential Landlord Tenant Act, the Arizona Mobile Home Parks Residential Landlord and Tenant Act and the Long Term Recreational Vehicle Rental Space Act from a library or from links on the Arizona Judicial Branch – Eviction Actions web page, <https://www.azcourts.gov/eviction>. For information on the Residential Eviction Action process, please visit: <https://www.azcourthelp.org>. If you wish to consult an attorney, you may want to contact the Arizona State Bar Attorney Referrals Line or, in Maricopa County, Community Legal Services. Contact the court in other counties for similar referrals.

HOJA DE INFORMACIÓN LEGAL SOBRE EL DESALOJO DE VIVIENDA (REIS por sus siglas en inglés)

(EL TRIBUNAL SUPREMO DE ARIZONA EXIGE LA PUBLICACIÓN Y DISTRIBUCIÓN DEL PRESENTE DOCUMENTO)

Aviso El arrendador le debe entregar al inquilino un aviso por escrito que explica por qué se ha empezado el proceso de desalojo. El inquilino debe recibir este aviso o bien antes de entablar esta demanda o bien con la citación de comparecencia.

Casos que implican el pago del alquiler Si se ha entablado la demanda porque no se ha pagado el alquiler, el inquilino puede detener dicha acción y quedarse en la vivienda al pagar todo el alquiler vencido, los cargos por mora, honorarios de abogado y costas judiciales. Después de haberse dictado la sentencia, quedará a criterio exclusivo del arrendador reanudar el contrato de alquiler. El no poder pagar el alquiler no es una defensa legal y el juez no le puede ampliar el plazo al inquilino para pagar, aunque el inquilino tenga problemas económicos.

Antes de llegar al tribunal Si el inquilino no está de acuerdo con lo que alega el arrendador, se le recomienda presentar una contestación por escrito. El formulario de la contestación se puede obtener en el tribunal y le permite al inquilino aceptar o rechazar las pretensiones y explicar su postura. Si el inquilino no tiene los recursos para pagar la cuota que se cobra para presentar la contestación, puede pedir una prórroga o exención de la cuota. Si el inquilino cree que el arrendador le debe dinero, en ciertas circunstancias el inquilino podrá entablar una contrademanda. La citación de comparecencia incluye la fecha en la que se celebrará el juicio oral, pero debido a la cantidad de casos que se presentan, es posible que no se celebre el juicio oral en dicha fecha. Si el inquilino no comparece ante el tribunal y el arrendador o su abogado está presente, es probable que se dicte una sentencia en contra del inquilino. El inquilino puede representarse a sí mismo o puede contratar a un abogado para que le represente. El tribunal no le asignará un abogado.

En el tribunal El juez empezará a llamar los casos a la hora establecida en la citación de comparecencia. Si las dos partes están presentes, el juez le preguntará al inquilino si lo que se alega en la demanda es cierto. Si la respuesta del inquilino es “no”, tendrá que explicar al juez la razón en pocas palabras. Si se trata de una defensa legal, el juez necesitará oír testimonio de las dos partes y tomará una decisión después del juicio oral. Después de hablar con el arrendador o su abogado, es posible que el inquilino quiera aceptar lo que el arrendador pide y firme una “estipulación”. Se trata de un acuerdo mediante el cual las partes resuelven la disputa con base en lo que establezca el acuerdo. Solo se puede hacer cumplir lo que esté por escrito en el acuerdo, el cual les debe resultar claro y comprensible a ambas partes. En la mayoría de las estipulaciones se incluye una sentencia contra el inquilino.

Aplazamiento Tanto el arrendador como el inquilino pueden pedir que se aplace el juicio oral. El tribunal solo otorga el aplazamiento si existe un motivo muy justificado. Cualquier aplazamiento será de tres días hábiles como máximo. No hay ninguna garantía de que se otorgue el aplazamiento y las partes deben llegar preparadas para el juicio oral y deben llevar los testigos y documentos necesarios.

Después de la sentencia Si el juez le ha otorgado una sentencia al arrendador, este podrá solicitar una orden de restitución para sacar a todas las personas que vivan en la unidad. Los auxiliares de justicia (constables) notifican las órdenes de restitución y a los residentes les indicarán que tienen que salir de la propiedad. El inquilino puede evitar las dificultades relacionadas con una orden de restitución al desocupar el bien inmueble y devolver las llaves al arrendador, lo que le terminará la posesión de la vivienda al inquilino. El inquilino tendrá cinco (5) días para desocupar la propiedad a no ser que el juez haya determinado que el inquilino ha incumplido el contrato de alquiler de forma irreparable y sustancial, y en ese caso el inquilino solo tendrá de doce (12) a veinticuatro (24) horas para desocupar la propiedad. Es probable que la sentencia aparezca en el informe de historial crediticio del inquilino durante varios años. Después de que se dicte la sentencia, las partes tienen cinco días para apelarla y podrán obtener los formularios e información en el mostrador del tribunal. Si el inquilino quiere quedarse en la vivienda alquilada durante la

apelación, deberá también pagar la fianza correspondiente y seguir pagando el alquiler en el tribunal conforme se venza. Si la opinión del tribunal fuera favorable para el inquilino, el juez desestimaré el caso. Sin una apelación, el inquilino necesitará la aprobación del arrendador y tendrá que firmar un contrato de alquiler nuevo para seguir viviendo en la propiedad.

Otras fuentes de información *Usted puede obtener copias de la Ley de arrendadores e inquilinos de viviendas de Arizona, la Ley de arrendadores e inquilinos en parques para casas rodantes de Arizona, la Ley de parcelas alquiladas a largo plazo para vehículos de uso recreativo de Arizona de una biblioteca o desde los vínculos en la página web de acciones de desalojo del Poder Judicial, <https://www.azcourts.gov/desalojo>. Para obtener información sobre el proceso de las acciones de desalojo en vivienda, diríjase a: <https://www.azcourthelp.org>. Si usted quiere consultar con un abogado, puede llamar a la línea de servicio de consultas jurídicas del Colegio de Abogados de Arizona o si se encuentra en el Condado de Maricopa, también puede comunicarse con Community Legal Services (servicios jurídicos a la comunidad). Comuníquese con el tribunal en su condado para obtener servicios de consultas jurídicas parecidos.*

GREEN VALLEY JUSTICE COURT
601 N. La Cañada Drive, Green Valley, Arizona 85614 (520)222-0200

COLLECTION OF A MONEY JUDGMENT

If you receive a money judgment, it is your responsibility to legally collect from the debtor. The Justice Court can provide you with many of the forms and instructions needed to start your collection proceedings.

<p>A JUDGMENT IS NOT SELF-COLLECTING GARNISHMENTS, EXECUTIONS, AND LIENS ARE AVAILABLE OPTIONS WHEN PURSUING COLLECTION ON YOUR JUDGMENT</p>

GARNISHMENT

A garnishment is a process that may enable you to gain access to monies owed to the judgment debtor by others, such as wages the person is earning at a job, or through a bank account. To do this, you must know where the judgment debtor works, banks, or who may owe the judgment debtor money. After completing the forms and paying the filing fee, a Writ of Garnishment will be issued by the Court Clerk. You may then take the papers to either a Constable or a private process server to have them served upon the party or business holding the money. After the business, employer, or party holding the money files an answer to the garnishment, you may file a Motion and Order requesting the Court to release the money to you.

EXECUTION

A Writ of Execution is used when you want to have the Constable go to the judgment debtor and attempt collection of the judgment for you. The Writ of Execution form is available at the Information Counter. After the filing fee is paid, the form is completed and Writ issued, it will be forwarded along with a check or money order for service fees to the Constables' Office. The Constable will go to the defendant's home or business and try to collect the judgment. The Execution may be returned unsatisfied, partially satisfied, or satisfied. A more detailed pamphlet is available at the Information Counter, but be sure to contact the Constable's Office (724-5442) for proper information on service charges and answers to any questions you may have regarding the specifics of this Execution.

JUDGMENT LIENS ON REAL PROPERTY

A judgment entered in a Justice Court can be transcribed to Superior Court and recorded as a lien in the county where the judgment is docketed. It affects the judgment debtor's real property currently owned or acquired later (except certain real property exempt from execution) including the interest in the homestead. The judgment lien is active for five years from the date of the judgment. If you choose this procedure, a request to issue a Transcript of the judgment must be filed and a fee paid in the Justice Court. When the Transcript is ready, you may take it to the office of the Clerk of the Superior Court for filing. When the filing fee is paid a case number will be assigned. You may then take the Superior Court Transcript of the judgment to any County Recorder's Office in a county where you think the debtor owns real property. A recording fee will be required to record the judgment. When the recording is completed, the Judgment Lien is then effective.

JUDGMENT LIENS ON DRIVER'S LICENSES

A lien can be put against a judgment debtor's driver's license 60 days after a judgment is entered in civil cases involving motor vehicle accidents (A.R.S. §28-4071). Before the Motor Vehicle Department will allow a lien on someone's license, you will have to complete a document at the Justice Court certifying that the judgment is not satisfied and pay a fee for a certified copy of the judgment. When the certification is ready, you may deliver it to the Motor Vehicle Department and file it with that office.

SATISFACTION OF JUDGMENT

After you are successful in collecting the judgment through the options mentioned above, you **must** sign and file a Satisfaction of Judgment with the Justice Court. This form is available from the Information Counter. If your case has been transcribed to Superior Court, the Satisfaction of Judgment **must** be filed in the office of the Clerk of Superior Court. If you have recorded your judgment in the Recorder's Office, you must also file a copy of the Satisfaction of Judgment in their office as well.

() _____

Attorney for Plaintiff / Address / Phone /
Email / Fax / Bar Number

For Clerk's Use Only

GREEN VALLEY JUSTICE COURT

601 North La Cañada Drive Green Valley Arizona 85614 (520) 222-0200

Case Number: _____

() _____

Plaintiff(s) Name / Address / Phone / Email

() _____

Defendant(s) Name / Address / Phone / Email

WRIT OF RESTITUTION (Eviction Action)

TO: THE CONSTABLE OR SHERIFF IN _____, COUNTY, State of Arizona:

On _____ a judgment was entered against the defendant(s) for restitution of
Address: _____

YOU ARE COMMANDED to remove the defendant(s) from the premises and to return the possession
of the premises to the plaintiff.

Date

Justice of the Peace

**NOTICE AND WARNING TO DEFENDANT(S): After service of this Writ, if you remain on,
or return unlawfully to, the property you will have committed criminal trespass in the
third degree.**

CERTIFICATE OF SERVICE

I state under penalty of perjury that the foregoing is true and correct.

I received this Writ from the court on _____, and executed same as follows:

Date / Time of Service: _____.

I served this writ on: _____(person served).

Property restored to plaintiff on this date:

Defendant already moved at time of service.

Other: _____.

Date

Constable/Sheriff

GREEN VALLEY JUSTICE COURT
601 N. La Cañada Dr. Green Valley, AZ 85614 (520) 222-0200

PLAINTIFF _____ _____ _____ (Name/Address/Phone):	CASE NO. _____ REQUEST (Processing fee may be required)	DEFENDANT _____ _____ _____ (Name/Address/Phone):
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File this document in person or by mail at:

Green Valley Justice Court
601 N. La Cañada Drive
Green Valley Arizona 85614

REQUEST TO THE CLERK: (Please process the following action)

- Voluntary Dismissal: with prejudice without prejudice

- Writ of Restitution

- Writ of Execution

- MVD Lien

- Supplemental Proceedings/Debtors Exam

- Issue Subpoena(s)- Number : _____

- Certified Copy of Judgment _____

- Renewal of Judgment

- Non-Renewal of Judgment

- Satisfaction of Judgment

- Other: _____

- Plaintiff Authorized Agent Signature Defendant Authorized Agent Signature

Date: _____ Signature: _____

ISSUED this date: _____ Clerk _____