



MARICOPA COUNTY JUSTICE COURTS

If you want to file a...

EVICTON ACTION (Complaint & Summons Tenant Eviction)



MARICOPA COUNTY JUSTICE COURTS

AN EVICTION 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 which is provided in booklet form by the Arizona Secretary of State or you may access this information online at <https://housing.az.gov/general-public/landlord-and-tenant-act>.

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.

If title or ownership is a subject of inquiry or this is following a trustee's sale or any sale/forfeiture identified in ARS 12-1173.01

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 to be Served on Defendant and Filed with Court:

Summons Residential Eviction Action

Complaint – Eviction Action

Copy of the Eviction Notice you served on the tenant

ADDITIONAL Forms to be Served on Defendant:

Residential Eviction Information Sheet (provided in this packet)

A copy of the relevant portions of the lease

6 month rent ledger (for non-payment of rent cases).

Forms to Have at Your COURT APPEARANCE:

All the above **and:**

Affidavit of Service

Judgment Worksheet

Form of Judgment

ADDITIONAL FORMS needed to serve on the defendant (at the time of service of the Summons and Complaint): Residential Eviction Information Sheet (provided in this packet), a copy of relevant portions of the lease and ledger (if applicable).

INSTRUCTIONS:

1. Obtain a copy of the ARIZONA RESIDENTIAL LANDLORD & TENANT ACT and ARIZONA RULES OF PROCEDURE FOR EVICTION ACTIONS and familiarize yourself with the contents.
2. Read the attached Residential Eviction Information Sheet AND the General 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. File the summons and complaint forms, together with a copy of the eviction notice served on the tenant, with the court clerk and pay the court filing fee.
6. Make arrangements with a licensed process server to serve the papers on the defendants. You can search the internet for process servers in your area.
7. When you come to court on your scheduled court date, you must have your judgment form completed with the case caption (names of parties) typed or printed. Present the judgment form to the judge who will complete the ORDER portion and sign the judgment.

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.

Visit us at <http://justicecourts.maricopa.gov> for additional filing information and online forms.

Attorney for Plaintiff(s) Name / Address / Email / Phone Bar Number



Maricopa County Justice Courts, Arizona

CASE NUMBER: _____

Plaintiff(s) Name / Address / Email / Phone

Defendant(s) Name / Address / Email / Phone

2nd Named Defendant: _____

3rd Named Defendant: _____

COMPLAINT (Eviction Action)

Residential Mobile Home Commercial Immediate

YOUR LANDLORD IS SUING TO HAVE YOU EVICTED, PLEASE READ CAREFULLY

1. This court has jurisdiction to hear this case. The property is within this court's judicial precinct and is located at:

2. The Defendant wrongfully withholds possession of this property.
3. Any required written notice was served on the Defendant on _____ and was served in the following manner:
_____. A copy of this notice is attached to this complaint.
4. This case involves a subsidized rental property.
 SUBSIDIZED: The total amount of monthly rent is \$_____. The Tenant's portion of that monthly rent is \$_____. The current outstanding balance owed by the tenant is \$_____.

5. The Plaintiff is authorized to file this action and has done so for the following reason(s):
 RENT: The Defendant has failed to pay rent as agreed. The rent is unpaid since _____ and had a prior unpaid balance of \$_____. The rental agreement requires rent to be paid each month on the _____ day of each month in the following amount: \$_____. The lease provides for late fees and that the late fees be calculated in the following manner: _____

NOTICE: If you are a residential tenant and the only allegation from your landlord 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 prior to a judgment being entered, then this case will be dismissed and your lease will be reinstated and will continue.

- NON-COMPLIANCE:** The Defendant committed and has failed to remedy, a condition that is a material non-compliance of the rental agreement. Specifically, after receiving a notice to remedy the problem, the Defendant, on the _____ day of _____ caused or allowed the following condition to occur:

- IRREPARABLE BREACH:** The Defendant has committed a material and irreparable breach. Specifically, on the _____ day of _____, the Defendant did the following: _____

OTHER: _____

6. The Defendant owes a rental concession in the following amount: \$ _____. The nature of the rental concession (if any) is: _____

7. As of the date that this action is being filed, the Defendant owes the following:

Rent (From Current and Prior Months) Totaling: \$ _____

Late Fees: \$ _____

Rental Concessions: \$ _____

Costs: \$ _____

Attorneys Fees: \$ _____

Other Damages: \$ _____

Total Amount Requested: \$ _____

8. The Plaintiff requests a money Judgment for the amounts described above and also a Judgment for possession of the property.

9. WRIT OF RESTITUTION: The Plaintiff requests the court issue a Writ of Restitution returning the property to the Plaintiffs possession 5 days from the date of the judgment or 12 to 24 hours from the time of the judgment. (Applies to material and irreparable breach only)

10. By signing this complaint, I verify that the assertions are true and correct to the best of my knowledge and belief and that they are based on a reasonably diligent inquiry.

Date: _____
Plaintiff

Please inform court staff if interpreter services are required.
 Yes, I need interpreter services. Language: _____



Maricopa County Justice Courts, Arizona

CASE NUMBER: _____

Plaintiff(s) Name / Address / Email / Phone

Defendant(s) Name / Address / Email / Phone

Attorney for Plaintiff(s) Name / Address / Email / Phone

Attorney for Defendant(s) Name / Address / Email / Phone

SUMMONS (Eviction Action)

Amended

THE STATE OF ARIZONA TO THE DEFENDANT(S) NAMED ABOVE:

1. YOU ARE SUMMONED TO APPEAR and answer this complaint in the court named above.

This court proceeding will be held _____

Date: _____ Time: _____

- Check in at the court window _____ minutes prior to your appearance.
- Call the court _____ minutes before your appearance for instructions on virtual attendance.
- Other: _____

More help is on the Attend a Hearing page on our web site: www.justicecourts.maricopa.gov

**Please review valuable information and videos at
<https://www.azcourts.gov/selfservicecenter/Landlord-Tenant-Disputes-Eviction-Actions>**

- 2.** You must appear at the date and time shown above if you wish to contest the allegations in the attached complaint. For additional information, please see the attached Residential Eviction Procedures Information Sheet.
- 3. 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 property.
- 4.** If you do not agree with the allegations in the complaint, you may file a written answer admitting or denying some or all of the allegations.
- 5.** A trial may be held on the date stated above or it may be continued for up to three days.
- 6.** The attorney for the Plaintiff (or the Plaintiff, if the plaintiff does not have an attorney) must be given a copy of your answer and any other pleading you file in this case. The address is:

Date: _____
Justice of the Peace _____

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

(LAS SOLICITUDES PARA ARREGLOS O ADAPTACIONES RAZONABLES PARA PERSONAS CON DISCAPACIDADES SE DEBEN PRESENTAR ANTE EL TRIBUNAL LO MAS ANTES POSIBLE.)

If an interpreter is needed, please contact the court listed above to request an interpreter be provided.

(En caso de necesitarse un intérprete, favor de comunicarse con el Tribunal antes mencionado para solicitar que se brinden los servicios de un intérprete.)



Maricopa County Justice Courts, Arizona

CASE NUMBER: _____

Plaintiff(s) Name / Address / Email / Phone

Defendant(s) Name / Address / Email / Phone

JUDGMENT **Stipulated** **Amended** **Immediate**

This matter was heard by the Court on this date: _____

The Plaintiff appeared in person by counsel failed to appear

The Defendant appeared in person by counsel failed to appear

The Defendant was given proper notice This matter involves a subsidized rental property.

The Defendant was properly served with the Summons, REIS and a copy of the Complaint at least two (2) days prior to trial.

The Defendant pleads GUILTY NOT GUILTY, and has filed a responsive pleading.

The Defendant has filed a counterclaim.

IT IS ORDERED granting judgment to:

Plaintiff(s)

- 1. \$ _____ Rent
- 2. \$ _____ Late charges, if any
- 3. \$ _____ Court costs
- 4. \$ _____ Rental concessions
- 5. \$ _____ Damages
- 6. \$ _____ Attorney fees, if any
- 7. \$ _____ Other: _____
- \$ _____ **TOTAL**

Defendant(s)

- 1. \$ _____ Court costs
- 2. \$ _____ Damages
- 3. \$ _____ Attorney fees, if any
- 4. \$ _____ Other: _____
- \$ _____ **TOTAL**

With interest thereon at the rate of _____ % per annum from the date of judgment until paid in full, plus accruing costs.

WARNING! 1. The Plaintiff's representative is not a court employee. 2. By signing below, you are consenting to the terms of a judgment against you and the plaintiff will now be able to evict you. 3. You may have your wages garnished and the judgment may appear on your credit report. 4. You may lose your right to subsidized housing. 5. You may NOT stay at the property, even if the amount of the judgment is paid in full, unless you get the agreement in writing or get a new written rental agreement.

Defendant(s) Signature(s): _____

Plaintiff(s) Signature(s): _____

The court finds that the defendant has committed a material and irreparable breach, in violation of ARS 33-1368A, and a Writ of Restitution shall be granted on: Date: _____ Time: _____ (between 12 - 24 hours from the time of judgment).

A Writ of Restitution shall be granted on: Date: _____ Time: _____ (five [5] calendar days after date of judgment).

WARNING! After service of the Writ of Restitution, if you remain on, or return unlawfully to, the property, you will have committed criminal trespass in the third degree.

IT IS ORDERED dismissing this case with prejudice without prejudice

Date: _____

Justice of the Peace

I CERTIFY that I delivered / mailed a copy of this document to:

Plaintiff at the above address Plaintiff's attorney Defendant at the above address Defendant's attorney

Date: _____ By _____

Clerk



Maricopa County Justice Courts, Arizona

Judgment Worksheet

(Eviction Action)

Complete this form and give it to the Judge on your court date.

Attach a copy of the lease agreement or any lease provision that is the basis for your complaint.

Attach a copy of the Notice that was given to the tenant.

1. Rent due

_____	month	\$ _____	amount
_____	month	\$ _____	amount
_____	month	\$ _____	amount
_____	month	\$ _____	amount

Total Rent Due: \$ _____

2. Late Charges

Late charge per day: \$ _____

Number of days late: _____

Total Late Charges: \$ _____

3. Court costs

Filing fee: \$ _____

Service of process fee: \$ _____

Certified mail costs: \$ _____

Other: \$ _____

Total Court Costs: \$ _____

4. Rent concession (must be in lease): \$ _____

5. Damages (Describe each item of damage and attach an estimate)

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Total Damages: \$ _____

Total judgment requested: \$ _____



Maricopa County Justice Courts
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. A "judgment" is the court's final decision about the parties' dispute that can be enforced against a party. 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 justice court allows the tenant to admit or deny the allegations and explain his or her position. There is no fee to file an answer. 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. A landlord, tenant, attorney, or witness will be permitted to participate at the initial hearing by telephone or video conference. Unless the court has also provided instructions for appearing virtually, a person choosing to do so must contact the court at least two (2) hours before the hearing for instructions about how to connect to the hearing. 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 a lawyer or licensed paraprofessional to represent them. The court will not provide a lawyer. Contact information for legal assistance is at the end of "Sources of Additional Information" below.

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 stipulation agreement can be enforced. These stipulation agreements should be clear and understandable by both parties. Most stipulations include judgments 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," which is a legal document that allows a landlord to remove the tenant(s) and everyone else living in the home. 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, and may result in collection and enforcement actions, such as wages being garnished. Parties wishing to appeal from a judgment have five (5) 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 may dismiss the case, or take other action such as ordering a new hearing or entering a new judgment. 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, Arizona Supreme Court Page 2 of 2 AOCLJEA3F-010125 <https://www.azcourts.gov/eviction>. For information on the Residential Eviction Action process, please visit: <https://www.azcourthelp.org>. For information on legal services, including attorney referral sources, please visit: <https://www.azcourthelp.org/home/legalaid-resources>. For information about legal paraprofessionals, including a link to a directory of providers, please visit: <https://www.azcourts.gov/cld/Legal-Paraprofessional>



Maricopa County Justice Courts

GENERAL INFORMATION FOR LANDLORDS AND TENANTS

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 is 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 months 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 should 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. The notification should be in writing. If the landlord does not fix the problem within 10 days from receiving the notice, the tenant has three options available:

1. 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.
2. The tenant can file suit and recover damages based on the decreased fair rental value of the residence.
3. 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.

These provisions do not apply if the damage was caused by the tenant or one of his/her guests. Sample notices are available at www.AZLawHelp.org

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 Actions A.R.S. §33-1368; 33-1377

An eviction is a lawsuit that claims 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 action against a tenant for nonpayment of rent, if the tenant has breached the lease, or if the tenant has committed a crime. Eviction 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 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 action is filed and 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 Action 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 the summons and complaint, together with a Residential Eviction Information Sheet on the tenant by one of the acceptable methods. After receiving the lawsuit, the tenant may file an answer. The answer form gives the tenant several options to check and explain as to why the landlord should not prevail. There is no fee required to file and Answer. 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 but due to the extremely high volume of cases in Maricopa County, a trial may or may not occur on that date. However, 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. The trial may or may not occur that day depending on the court's schedule and workload. If either side needs a delay, they may ask for it but continuances will be granted for no more than three business days.

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, who will direct the tenant to leave at that time. 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 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 a eviction action judgment to superior court. Within five days from the date of the judgment, the tenant must do the following.

- File a Notice of Appeal.
- File a Designation of Record.
- Pay an appeal fee or file a request for a waiver of that fee.
- Post a cost bond in the amount of \$250.00 or file an affidavit in lieu of that bond.

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).