

CASE NUMBER: _____

PLAINTIFF:

DEFENDANT:

Street:

Street:

City/State/Zip:

City/State/Zip:

Phone:

Phone:

ATTORNEY:

ATTORNEY:

Street:

Street:

City/State/Zip:

City/State/Zip:

Phone:

Phone:

COMPLAINT FORCIBLE/SPECIAL DETAINER

Residential Mobile Home Commercial

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. On _____ defendant(s) were served written notice to vacate premises in the following matter:
 Personal Certified Mail A copy of this notice is attached to this complaint.
4. 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 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 are 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.

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 _____ 20____ caused or allowed the following condition to occur: _____

IRREPARABLE BREACH: The Defendant has committed a material and irreparable breach. Specifically, on the _____ day of _____ 20____. the Defendant did the following: _____

OTHER: _____

RESIDENTIAL EVICTION INFORMATION SHEET.

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.

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 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 appears to be 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. See below.

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 residents. 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 his or her possession of the residence. If the tenant wants to continue to live in the residence after a judgment has been entered, the tenant will need to obtain the landlord's approval and sign a new lease. A tenant will have five (5) days to vacate the premises unless evicted for criminal activity, in which case the tenant has only twelve (12) to twentyfour (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 a "supersedeas bond" to suspend the judgment while the case is being reviewed. If the tenant prevails the court will dismiss the case.

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 the Secretary of State's office or web page: www.azhousing.gov. In Maricopa County if you wish to consult an attorney, you may want to contact the Arizona State Bar Attorney Referrals Line at (602) 257-4434 or Community Legal Services at (602) 258-3434. Contact the court in other counties for similar referrals. You can obtain a summary of the obligations of landlords and tenants on the web page for justice courts in Maricopa County: www.superiorcourt.maricopa.gov/justiceCourts/CourtsAndSections/Evictions.asp