

Counsel Counts: A New Look at Access to Justice in Arizona Eviction Courts

*"No person shall be deprived of
life, liberty, or property, without
due process of law."*

— Fifth Amendment, ratified December 15, 1791

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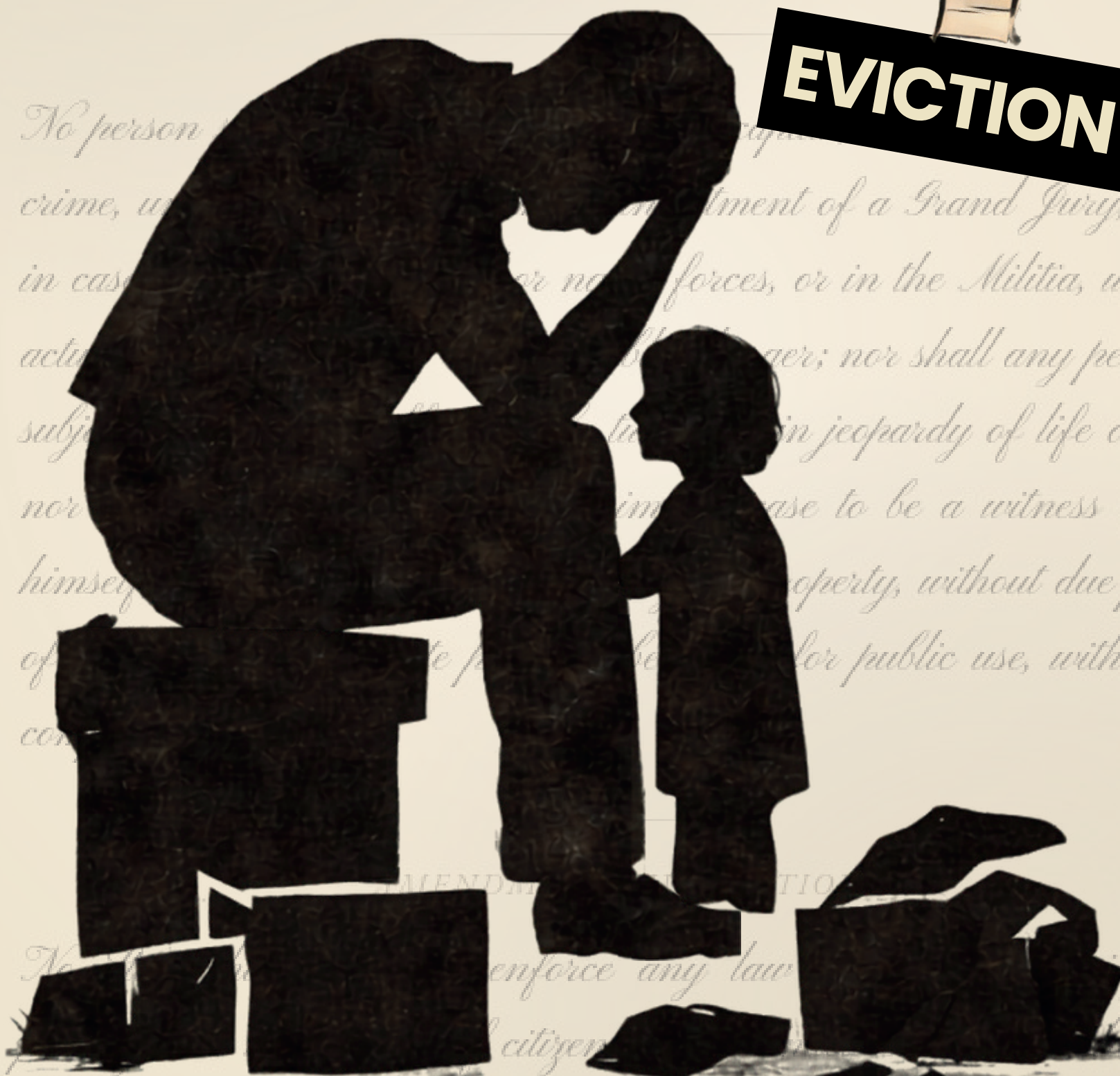


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The William E. Morris Institute for Justice

The William E. Morris Institute for Justice (“MIJ”) is a non-profit law firm dedicated to protecting the rights of low-income and other vulnerable or historically marginalized Arizonans. In 1996 the federal government severely limited the ability of legal services organizations that receive Legal Services Corporation (“LSC”) funding¹ to lobby, file class action lawsuits, represent or advocate on behalf of certain categories of immigrants, and engage in other systemic legal advocacy. MIJ was formed to fill the gap in services left by the 1996 restrictions.²

MIJ tackles problems that affect large numbers of people and, in the nearly 30 years since MIJ’s founding, MIJ has worked on various issues that have improved the lives of many Arizonans throughout the state.

¹ Arizona has three LSC funded organizations: DNA People’s Legal Services, Community Legal Services, and Southern Arizona Legal Aid.

² Originally called the Arizona Institute for Justice, MIJ was renamed after its first litigation director, William Eric Morris in 2000.

MIJ Eviction Report Published in 2005

Part of MIJ’s work includes ensuring the creation and use of fair and equitable housing and eviction laws, court rules, policies, and practices. In 2004, MIJ conducted a study of eviction practices in Maricopa County. MIJ published its findings in June 2005 in a report titled, *Injustice in No Time: The Experience of Tenants in Maricopa County*.³ The purpose of the study was to see how parties, especially unrepresented tenants, fared in the eviction process in Arizona. Based on our observations, MIJ made many recommendations for reform for a process that better protected the legal rights of the parties involved to ensure that they had a meaningful opportunity to be heard in court.

MIJ’s 2005 report prompted the State Bar of Arizona to establish a landlord and tenant task force, which drafted the initial rendition of the Arizona Rules of Procedure for Eviction Actions (“RPEA” or “Rules”). The Arizona Supreme Court adopted the RPEA in 2008, and MIJ and the legal aid community have proposed several changes and modifications to the Rules since their initial adoption. Many of our proposed changes have been adopted by the Arizona Supreme Court and incorporated into the Rules.

MIJ Eviction Report Published in 2020

In 2018 and 2019, MIJ conducted a follow-up study to see what, if any, changes the Maricopa County Justice Court had made to the eviction process since the publication of our 2005 report. We published our findings in a 2020 report titled, *What’s Justice Got to Do With It? The Experience of Tenants in the Maricopa County Justice Courts*.⁴ In the report, we concluded that, despite the creation and implementation of the RPEA, parties, particularly unrepresented tenants, still regularly encountered various barriers in their cases that resulted in the entry of eviction judgments without adequate due process. We again made several recommendations for reform – many of which were the same recommendations made in 2005.

³ William E. Morris Institute for Justice, *Injustice in No Time: The Experience of Tenants in Maricopa County Justice Courts* (June 2005).

⁴ William E. Morris Institute for Justice, *What’s Justice Got to Do With It? The Experience of Tenants in the Maricopa County Justice Courts* (May 2020).

Current MIJ Eviction Study and Report

In March 2020, Arizona, and the rest of the world, experienced the Coronavirus Disease 2019 (“COVID-19”) pandemic and public health emergency. Many offices, agencies, courts, and other public places limited physical building operations and implemented other changes to reduce risks associated with inter-personal contact among people and to minimize widespread exposure of the COVID-19 virus. Doug Ducey, the Governor of Arizona at that time, signed Executive Order No 2020-18,⁵ which imposed a limited statewide eviction moratorium. Similarly, the federal government passed several congressional acts to address various aspects of the pandemic, including the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).⁶ One of the provisions in the CARES Act requires landlords with federally backed mortgages or receiving other federal rental assistance related to their rental properties to provide a 30-day notice to tenants before the landlords may file an eviction case in court.⁷

The Maricopa County Justice Court also made several changes to their court operations and services, including primarily the introduction of an option for remote and virtual court hearings. Before the COVID-19 pandemic, parties had to ask the court in advance of their hearing to participate telephonically. Based on our past observations and discussions with legal aid attorneys, those requests were rarely granted. During the pandemic, all parties, attorneys, witnesses, and the public were allowed to attend court hearings virtually. This change in operations remained after the COVID-19 operational restrictions at courthouses were lifted and continue to this day.

In the wake of MIJ’s 2020 report and the substantial changes in how court proceedings are now routinely conducted after the COVID-19 pandemic onset, we undertook another follow-up study in 2024 and 2025.⁸ In our third study, we wanted to observe whether there were any changes or improvements to the eviction court process since 2020. We also wanted to see any changes to the process since the pandemic-era operations were made permanent. Our study primarily focused on eviction cases in Maricopa County Justice Court, and we also observed eviction hearings in Pima County and in Coconino County. Our findings are reported herein.

⁵ State of Arizona Exec. Order No. 2020-18, “*Stay Home, Stay Healthy, Stay Connected*” *Physical Distancing to Mitigate COVID-19 Transmission* (Mar. 30, 2020).

⁶ Coronavirus Aid, Relief, and Economic Security (CARES) Act, Pub. L. No. 116-136, 134 Stat. 281 (2020).

⁷ 15 U.S.C. § 9058(c).

⁸ This study was conducted by MIJ staff and the MIJ externs Ian Bankhead, Kendall MacGregor, Sanjulaa Chanolian, and Katie Allee. The cover page was designed by Abdi Lopez. We thank everyone involved for their work on this study.

The Effects of Evictions

The impacts of evictions on tenants and their families reach far beyond the moment a household is forced to leave its home. In Arizona, as in states, eviction actions move quickly, often giving tenants only days to relocate after a judgment is entered.⁹ The practical barriers to finding replacement housing in such limited time are immense, particularly for low-income renters, who already face restricted housing options, rental screening barriers, and heightened vulnerability to housing discrimination.¹⁰

For families in subsidized housing, an eviction judgment can create additional obstacles. For example, for many subsidized housing programs, an eviction judgment results in loss of the associated rent subsidy. Some programs bar tenants from reapplying until past rental debts are paid, and in certain cases, an eviction may permanently disqualify tenants from receiving future assistance.¹¹ Many families who rely on rent subsidies to afford their rental homes are unable to afford private market rental housing. Regardless of the type of housing involved, research consistently shows that eviction contributes to many negative social outcomes, including persistent housing instability, a significantly heightened risk of homelessness, and increased emergency-room use.¹²

These pressures are amplified in Arizona, and particularly in Maricopa County, where rising rents and cost burdens leave many tenants one unexpected expense away from eviction. Before the COVID-19 pandemic, the Phoenix metropolitan area experienced some of the fastest rent growth in the nation, and a substantial share of renters paid more than thirty percent of their income toward housing, crossing the threshold of “cost burdened” and leaving little room for basic necessities such as food, transportation, and medical care.¹³ When low-income households operate with such thin margins, routine financial shocks can quickly escalate into unpaid rent, eviction threats, and, ultimately, displacement.¹⁴

⁹ Arizona Bar Foundation, *What to Do or Expect After a Judgment in an Arizona Eviction Case*, AZCourtHelp.org (Dec. 6, 2024), <https://azcourthelp.org/faq/landlord-tenant-evictions/310-post-judgment>.

¹⁰ Nick Graetz et al., *A Comprehensive Demographic Profile of the U.S. Evicted Population*, 120 Proc. Nat'l Acad. Sci. USA e2319069120 (2023), <https://doi.org/10.1073/pnas.2305860120>.

¹¹ Ashley Gromis, *Eviction: Intersection of Poverty, Inequality, and Housing* (2019), https://www.un.org/development/desa/dspd/wp-content/uploads/sites/22/2019/05/GROMIS_Ashley_Paper.pdf.

¹² See e.g., Sarah Gold Pachman & Brandon Wagner, *Acute Care Utilization and Housing Hardships in American Children*, Child Youth Serv. Rev. (May 2022), <https://www.sciencedirect.com/science/article/abs/pii/S0190740922000834?via%3Dihub>.

¹³ Common Sense Inst. Ariz., *Housing Affordability in Arizona: Q1 2025 Update* (July 2025), <https://www.commonsenseinstituteus.org/arizona/research/housing-and-our-community/housing-affordability-in-arizona-q1-2025-update>.

¹⁴ O. Ahmad, *Missed Rent: Path to Eviction or Loan from Landlord?*, Fed. Reserve Bank of Phila. Econ. Insights Q4 2024, <https://www.philadelphiafed.org/-/media/frbp/assets/economy/articles/economic-insights/2024/q4/eiq424-missed-rent-path-to-eviction-or-loan-from-landlord.pdf>.

The consequences of eviction do not end once a tenant leaves the property. Eviction court filings create public records, which may be collected by third party credit reporting agencies and other data-collecting enterprises. Eviction judgments appear in tenant-screening databases and background checks, often marking applicants as high-risk and leading to repeated denials when they attempt to rent again.¹⁵ Landlords may independently report eviction filings and associated rental agreement defaults to credit reporting and tenant background screening companies.

Monetary eviction judgments¹⁶ can damage credit scores, making it more difficult to secure future housing or obtain loans needed for transportation and employment.¹⁷ Importantly, recent research shows that even tenants whose eviction cases are dismissed, withdrawn, or decided in their favor may continue to experience housing denials and instability simply because the filing appears in public records.¹⁸ Beyond legal and economic harms, eviction is now widely recognized as a major public-health event. Housing is a core social determinant of health, and studies increasingly show that eviction is associated with significant physical and mental health consequences.¹⁹ Research from the National Institutes of Health identifies eviction as a source of chronic stress, depression, anxiety, and physiological stress responses that undermines immune and cardiovascular functioning.²⁰ These disruptions can lead to sleep disturbances, reduced adherence to medical treatment, and increased engagement in high-risk behaviors such as substance use.²¹ When families move in with relatives to save money or enter shelters, crowded conditions heighten exposure to communicable diseases, including tuberculosis, HIV, and

¹⁵ Judah Axelrod et al., *Opening the “Black Box” of Tenant Screening: Analyzing Risk Scoring, Evictions, and Background Checks*, Urban Inst. (Mar. 2025), <https://www.urban.org/sites/default/files/2025-03/Opening-the-Black-Box-of-Tenant-Screening.pdf>.

¹⁶ Eviction judgments can have two parts: (1) a monetary judgment, which is an award of money owed to a party, usually past due rent, and (2) a possessory judgment, which awards possession of a property to a party.

¹⁷ Nick Graetz et al., *New Research Sheds Light on the Economic Consequences of Evictions*, Yale Tobin Ctr. for Economic Policy (Sept. 26 2023), <https://tobin.yale.edu/news/230926/new-research-sheds-light-economic-consequences-evictions>.

¹⁸ Kate Brantley, Alexa Eisenberg, & Roshank Mehdipanih, *Record Costs: Examining the Impact of Eviction Filings and their Families*, Housing Studies (Aug. 10, 2025), <https://www.tandfonline.com/doi/epdf/10.1080/02673037.2025.2543477?needAccess=true>.

¹⁹ Gregory L. Schwartz et al., *Eviction as a Community Health Exposure*, 41 Soc. Sci. & Med. 114669 (2024), <https://www.sciencedirect.com/science/article/pii/S0277953623008535>.

²⁰ Aniruddha Bhat et al., *Housing Insecurity Pathways to Physiological and Epigenetic Manifestations of Health Among Aging Adults: a Conceptual Model*, *Frontiers in Public Health* (Jan 23, 2025), <https://pmc.ncbi.nlm.nih.gov/articles/PMC11799248/pdf/fpubh-13-1485371.pdf>.

²¹ Niloufar Novin et al., *The Health Effects of Housing Instability and its Association with Congestive Heart Failure*, *American Journal of Preventative Cardiology* (2025), <https://www.sciencedirect.com/science/article/pii/S266666772500039X>.

respiratory illnesses.²² The psychological effects, including hopelessness, stigma, and rumination, further contribute to physical illness and shortened life expectancy.²³

These harms are particularly acute for tenants already marginalized by structural inequities. Public-health scholars describe eviction as a traumatic event with cumulative effects, often producing symptoms similar to post-traumatic stress disorder.²⁴ Adults who experience eviction report more days of poor mental health, and forced displacement is linked to elevated suicide risk and higher all-cause mortality.²⁵ Evictions and high rent burdens also increase health-care expenditures and lead to higher rates of substance-use-related mortality.²⁶

Children exposed to eviction, whether directly or in utero, face higher risks of preterm birth, low birthweight, food insecurity, and long-term educational disruption.²⁷ The effects of eviction on children and on the systems that support them are especially profound. Stable housing is foundational to healthy child development, yet families facing eviction often endure repeated moves, periods of homelessness, or severely overcrowded conditions.²⁸ These disruptions make it difficult for children to remain in the same schools, maintain stable peer relationships, or engage meaningfully with teachers and counselors.²⁹ Research shows that children whose families experience eviction obtain fewer high-school credits and have lower graduation rates, even years after the initial displacement.³⁰ The stress associated with losing one's home can also lead to behavioral health concerns and developmental delays, compounded by reduced access to nutritious food, health care, and other critical supports.³¹

²² Badiaga et al., *Preventing and Controlling Emerging and Reemerging Transmissible Diseases in the Homeless*, *Emerg Infect Dis.* (2008), <https://pubmed.ncbi.nlm.nih.gov/18760000/>.

²³ Maxia Dong et al., *Childhood Residential Mobility and Multiple Health Risks During Adolescence and Adulthood: The Hidden Role of Adverse Childhood Experiences*, 159 *Archives Pediatrics & Adolescent Med.* 1104, 1107 (2005) <https://pubmed.ncbi.nlm.nih.gov/16330731/>.

²⁴ Patrick D. Smith et al., *Eviction, Post-Traumatic Stress, and Emergency Department Use Among Low-Income Individuals in New Haven, CT*, *Preventative Medicine Reports* (2022), <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC9502672/>.

²⁵ Nick Graetz, Carl Gershenson, Sonya R. Porter, Danielle H. Sandler & Matthew Desmond, *The Impacts of Rent Burden and Eviction on Mortality in the United States, 2000–2019*, 343 *Soc. Sci. & Med.* 115797 (2024), https://pmc.ncbi.nlm.nih.gov/articles/PMC10828546/?utm_source=chatgpt.com.

²⁶ *Id.*

²⁷ Emily A. Benfer, *Housing Is Health: Prioritizing Health Justice and Equity in the U.S. Eviction System*, 22 *Yale J. Health Pol'y, L. & Ethics* 49, 55 (2024) at 55, https://papers.ssrn.com/sol3/papers.cfm?abstract_id=4852182.

²⁸ *Id.* at 67-68.

²⁹ Robert Collinson et al., *The Effects of Eviction on Children*, CES No. 25-34 (May 1 2025), https://www2.census.gov/ces/wp/2025/CES-WP-25-34.pdf?utm_source=chatgpt.com.

³⁰ *Id.*

³¹ K. E. Marçal et al., *Housing Hardship and Child Behavior Problems from Early Childhood to Adolescence*, 55 *Child Psychiatry & Human Dev.* (June 19, 2025), <https://doi.org/10.1007/s10578-025-01871-x>.

Economic consequences follow closely behind. Studies show that workers who experience eviction are substantially more likely to lose their jobs, as the demands of relocating, attending hearings, and managing unstable transportation interfere with employment.³² Ethnographic research demonstrates that eviction damages credit, reduces earnings, and pushes families into neighborhoods with fewer resources and higher crime rates, reinforcing cycles of poverty rather than alleviating them.³³ Quantitative research in major U.S. cities finds that court-ordered eviction significantly increases the rate of homelessness and depresses individuals' earnings, particularly among Black tenants and female-headed households.³⁴

These impacts are not confined to individual households; they ripple across entire communities. Neighborhoods with high eviction rates experience declines in public health, reduced voter participation, and weakened social trust.³⁵ Hospitals bear the burden of uncompensated care, schools confront higher student turnover, and cities absorb the downstream costs of increased homelessness.³⁶ Eviction disrupts the social networks that ordinarily provide material, informational, and emotional support. Residents lose essential connections to community, including relationships with neighbors, local organizations, faith communities, and schools.³⁷ Research links higher eviction rates with decreases in social capital and political engagement, including fewer 311 calls for assistance with local government services, and lower voter turnout.³⁸ Similar patterns appear in studies of forced displacement from urban renewal and public-housing demolition, which show declines in civic participation and political power.³⁹

Taken together, the evidence makes clear that eviction is not simply an isolated legal dispute but a compounding social, economic, and public-health event that reverberates across every dimension of a family's life. A single filing can destabilize employment, education, physical health, mental well-being, and community ties, while the judgment

³² Henri Cornec, *New Research Sheds Light on the Economic Consequences of Evictions*, Yale Tobin Ctr. for Econ. Policy (Sept. 26 2023), <https://tobin.yale.edu/news/230926/new-research-sheds-light-economic-consequences-evictions>.

³³ Robert Collinson et al., *Eviction and Poverty in American Cities*, 138 *Q.J. Econ.* 3407, 3425–26 (2023), <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC10772599/>.

³⁴ Henri Cornec, *New Research Sheds Light on the Economic Consequences of Evictions*, Yale Tobin Ctr. for Econ. Policy (Sept. 26 2023), <https://tobin.yale.edu/news/230926/new-research-sheds-light-economic-consequences-evictions>.

³⁵ Gregory L. Schwartz et al., *Eviction as a Community Health Exposure*, 41 *Soc. Sci. & Med.* 114669 (2023), <https://pmc.ncbi.nlm.nih.gov/articles/PMC11249083/>.

³⁶ *Id.*

³⁷ *Id.*

³⁸ Gillian Slee & Matthew Desmond, *Eviction and Voter Turnout: The Political Consequences of Housing Instability*, 60 *Pol. Sci. & Soc'y* 1, 4–5 (2023), <https://journals.sagepub.com/doi/full/10.1177/00323292211050716>.

³⁹ Danya E. Keene and Kim M. Blankenship, , *The Affordable Rental Housing Crisis and Population Health Equity: a Multidimensional and Multilevel Framework*, *J Urban Health* (Nov. 2022), <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC10728029/>.

itself creates long-term barriers to safe and stable housing. These harms accumulate most sharply for households already facing structural inequity, particularly Black and Latino renters, women with children, and low-income families whose housing precarity leaves them perpetually at risk. What begins as a missed payment or temporary financial or personal emergency can rapidly cascade into homelessness, deteriorating health, and deepened poverty. The ripple effects extend even further: children lose access to consistent schooling and supportive adults; workers lose jobs; neighbors lose trust, civic participation, and the informal social oversight that helps keep communities safe. Eviction becomes both a product of inequality and a mechanism that reproduces it.

The Eviction Process in Arizona

The statutory laws that primarily govern residential landlord-tenant relationships and eviction actions, or cases, in Arizona are found in the Arizona Residential Landlord and Tenant Act (“ARLTA”).⁴⁰ The ARLTA applies to tenants who rent an apartment, house, townhouse, condominium, or mobile home.⁴¹ In addition, the procedures for eviction cases in Arizona can be found in the Arizona Rules of Procedure for Eviction Actions.⁴²

Eviction actions typically occur when a landlord alleges that a tenant has violated one or more terms of the lease agreement. While landlords most commonly file eviction actions for alleged nonpayment of rent, landlords may also pursue an eviction action in court for other allegations of lease violations, or breaches, such as disturbing neighbors through excessive noise or disruptive behavior, housing unauthorized occupants not listed on the lease, remaining in the unit after the lease has expired, or creating health or safety hazards through unsanitary conditions or dangerous activities.⁴³

Once a landlord decides to initiate an eviction action, the process under the ARLTA generally involves the following steps: (1) notice, (2) filing, (3) service of process, (4) court hearing, (5) dismissal, judgment, or other disposition, and (6) writ of restitution, if the court awards judgment to the plaintiff.⁴⁴ Each of these steps is explained in greater detail below.

If the court enters a judgment for the tenant, the tenant is allowed to remain in the rental property and continue their tenancy. Regardless of the outcome, either party has the right to appeal the court’s decision, which can delay enforcement of the judgment until the appeal is resolved.⁴⁵ In a typical eviction case, the process can move swiftly: from the time the landlord serves the initial notice to vacate, the entire procedure, including court hearings and execution of the writ, can be completed in as little as three weeks

1. Notice of Lease Violation

Before filing an eviction case in court, a landlord must deliver to a tenant a written notice that clearly identifies an alleged lease violation as a basis to terminate the parties’ rental agreement. When the violation is curable (the tenant can fix it), the notice must also

⁴⁰ A.R.S. §§ 33-1301-33-1381.

⁴¹ A.R.S. § 33-1310.

⁴² Ariz. R. P. Eviction Actions, <https://govt.westlaw.com/azrules/Browse/Home/Arizona/ArizonaCourtRules/ArizonaStatutesCourtRules?guid=NCC4C6060DCE211DDB971F5C1341DE2D7&transitionType=CategoryPageItem&contextData=>.

⁴³ A.R.S. § 33-1368(A)(1) - (5); A.R.S. § 33-1370.

⁴⁴ Different laws apply to the eviction of tenants in public housing and tenants who live in Section 8 housing or have Section 8 vouchers. *See, e.g.*, 42 U.S.C. § 1437f.

⁴⁵ A.R.S. § 12-1179(A).

specify the time period—typically five or ten calendar days depending on the type of alleged violation—within which the tenant may remedy the issue.⁴⁶ Notices may be delivered to the tenant in person or sent via certified mail and are considered received either when the tenant actually receives it, or five days after it is mailed, whichever occurs first.⁴⁷ An eviction action may not be filed in court until the applicable notice period has expired. The length of the notice depends on the alleged lease breach (or violation) or the type of tenancy. Depending on the type of lease breach, the tenant may be able to cure (or fix) the alleged violation and continue with the tenancy. The chart below provides an overview of the different mandatory pre-filing notice periods:⁴⁸

Type of Breach or Tenancy	Notice Period	Curable?
Material noncompliance with rental agreement	10 days	Yes
Material falsification of rental application	10 days	No
Health and safety violations	5 days	Yes
Repeat health and safety violations	10 days	No
Nonpayment of rent	5 days	Yes
Material and irreparable breach ⁴⁹	Immediate	No
Month-to-month tenancy ⁵⁰	30 days	N/A
Week-to-week tenancy ⁵¹	10 days	N/A

2. Filing the Eviction Action

After the expiration of the required notice period, a landlord in Arizona may initiate formal eviction proceedings by filing a complaint with the appropriate court.

In Arizona, most eviction cases are heard in Justice Court.⁵² Arizona Justice Courts are courts of limited jurisdiction that handles minor criminal and civil cases involving amounts of \$10,000 or less.⁵³ There are many different Justice Court precincts in Arizona.

⁴⁶ A.R.S. § 33-1368.

⁴⁷ A.R.S. § 33-1313(A)(2); A.R.S. § 33-1313(B).

⁴⁸ A.R.S. §§ 33-1368(A) and (B).

⁴⁹ An immediate termination notice may only be given in limited situations when the landlord claims the tenant’s conduct is a material and irreparable breach, such as “criminal gang activity,” the unlawful sale or manufacture of controlled substances, or the illegal discharge of a weapon. *See* A.R.S. § 33-1368(A)(2). Immediate termination cases must be heard no later than three days after the filing of the complaint. A.R.S. § 33-1377(E).

⁵⁰ A.R.S. § 33-1375(B).

⁵¹ A.R.S. § 33-1375(A).

⁵² In some instances, eviction actions are heard in Superior Court.

⁵³ Ariz. Judicial Branch, *Justice Courts*, <https://www.azcourts.gov/az-courts/justice-courts> (last visited Mar. 5, 2026).

In Maricopa County alone, there are 26 Justice Courts, and a landlord must file their case in the Justice Court precinct where the property at issue is located.

The complaint must include the names of both parties, the rental property address, the grounds for eviction, and supporting documentation such as the lease agreement and an accounting of rent and payments if the eviction is based on nonpayment of rent. Once the complaint is filed, the court issues a summons, which is a document that includes the date, time, and location of the eviction hearing. The court must schedule the hearing between three and six days from the date of filing.⁵⁴

3. Service of Process

The landlord is responsible for serving the tenant with the summons and complaint at least two calendar days before the scheduled court date.⁵⁵ Acceptable methods of service include personal delivery by a constable, sheriff, or licensed process server, or, after one unsuccessful attempt at personal service, by posting the documents in a conspicuous (obvious) location at the rental unit and mailing copies via certified mail.⁵⁶ In cases where service is completed by mail, it is considered effective three days after the date of mailing, meaning the tenant is considered properly served.⁵⁷

4. The Court Hearing

The next step in the eviction procedure is the court hearing. Most courts schedule many hearings at the same time, so even if a tenant's summons lists the hearing time for 9 a.m., the hearing may not take place until 9:30 a.m. or later, depending on how many cases are on the calendar. The outcome of an eviction court hearing in Arizona depends largely on who appears at the court hearing and how the parties respond. Below is a list of common scenarios and their possible outcomes:

- The landlord may attend the hearing but choose not to proceed with the case and tell the court that they want to voluntarily dismiss the case.
- The tenant may attend the hearing and agree to a stipulated judgment, which is a negotiated agreement signed by both parties and approved by the court.

⁵⁴ A.R.S. § 33-1377(B).

⁵⁵ *Id.*

⁵⁶ *Id.*

⁵⁷ *Id.* In the case *Greene v. Lindsey*, 456 U.S. 444 (1982), the United States Supreme Court decided that failing to provide a tenant with adequate notice of eviction proceedings deprives tenants of property without due process of law, which is required by the Fourteenth Amendment of the U.S. Constitution.

- The tenant may attend the hearing and dispute the landlord's claims by presenting a legal defense, such as payment of rent, improper notice or service of process, or other procedural or substantive errors.
- Either the landlord or the tenant may fail to appear at the hearing. If the landlord appears and the tenant does not, a fairly common scenario, the court typically enters a default judgment in favor of the landlord, granting possession of the property and potentially awarding monetary damages.
- Both parties may not appear at the hearing, and the court may dismiss the case.
- Both parties may appear at the hearing but if one or both parties may need more time to gather evidence, have witnesses be present, or have other good cause to delay the hearing, the judge may decide to reschedule the hearing for up to three days if the case is being heard in Justice Court or up to 10 days if the case is being hearing in Superior Court.⁵⁸ The parties may also mutually agree to a longer period for a rescheduled, or continued, hearing.

In cases where the hearing proceeds on the merits of the case, the judge will hear testimony, review any submitted evidence, and issue a ruling. The court may dismiss the case, continue it to a later date, or enter a judgment for possession and/or monetary relief.

Tenant Defenses

Landlords cannot continue with an eviction case under certain circumstances and tenants can tell the court about those circumstances, known as tenant defenses, at the court hearing. The following are examples of common tenant defenses:

- If a landlord accepts a partial rent payment before or after issuing a five-day nonpayment notice, the landlord must obtain a contemporaneous written agreement signed by the tenant to proceed with lease termination and eviction.⁵⁹ This agreement must clearly state that the landlord retains the right to proceed with lease termination eviction if the remaining balance is not paid. Without a signed partial payment agreement, the landlord has waived the right to evict and cannot lawfully initiate a lease termination or maintain an eviction action based on the unpaid portion of rent.
- If a landlord accepts rent from a tenant after becoming aware of a lease violation that does not involve nonpayment of rent, the landlord must obtain a written

⁵⁸ Ariz. R. P. Eviction Actions 11(d).

⁵⁹ A.R.S. § 33-1371(A).

contemporaneous written agreement signed by the tenant. This agreement must explicitly state that the landlord retains the right to terminate the tenancy based on the alleged breach of the lease. Without this signed agreement, by accepting rent, the landlord forfeits the ability to pursue an eviction case for that specific violation.

- Tenants may reinstate their tenancies by paying the full amount of past-due rent, along with any reasonable late fees, attorneys' fees, and court costs, even after an eviction complaint has been filed—provided payment is made before a judgment is entered.⁶⁰

In cases involving breaches unrelated to nonpayment of rent, a tenant may challenge whether the alleged conduct occurred, contest whether the alleged conduct violates a term or condition of the lease, argue that any alleged breach does not rise to the level of a material violation, or assert that any alleged breach is curable and that they have taken appropriate steps to remedy it within the time allowed by law.

5. Judgment

The outcome of the judgment determines the next steps for both the landlord and the tenant. If the court rules in favor of the landlord and issues a judgment that awards possession of the property to the landlord, the landlord may apply to the court to have a “Writ of Restitution” issued.⁶¹

A judgment may have two parts to it: (1) a monetary award and (2) a right to possession of the property. A monetary award may include past rent, reasonable late fees, court costs, and other costs that a party must pay. A right to possession of the property means that the party attains or retains the right to live in or take back the property.

Regardless of the outcome, either party has the right to appeal the court's decisions, which can delay enforcement of the judgment until the appeal is resolved.

6. Writ of Restitution

A Writ of Restitution is a document that authorizes the landlord to ask law enforcement officers to remove the tenant from the rental property. For most eviction cases, a court may issue a Writ of Restitution five days after the court issues a judgment in

⁶⁰ A.R.S. § 33-1368(B).

⁶¹ A.R.S. § 12-1178(C).

the landlord's favor.⁶² An immediate eviction allows the court to issue the Writ of Restitution within 12-24 hours of the hearing.⁶³

⁶² *Id.*

⁶³ A.R.S. § 33-1377(E).

The Arizona Rules of Procedure for Eviction Actions

The Arizona Rules of Procedure for Eviction Actions (“rules” or “eviction rules”) were adopted by the Arizona Supreme Court in 2008 after MIJ published its first eviction report titled, “Injustice In No Time” in 2005. The rules’ creation marked a pivotal shift in how eviction cases were handled across the state. The rules have been amended and modified over the years to establish clear expectations for parties and attorneys, including requirements for due diligence, proper pre-filing notice, safeguards to ensure effective service of process, and accurate pleadings with sufficiently detailed allegations and supporting documentation.

Since 2020, the rules have evolved in response to changing legal standards and growing concerns about housing stability and access to justice. In 2022, amendments to Rules 5, 6, and 11 authorized parties, attorneys, and witnesses to appear at initial hearings by phone or video—a change that has eased logistical burdens and reduced costs for tenants who otherwise struggle to attend in person.⁶⁴ In 2023, Rule 20 was added to require courts to seal eviction records when tenants prevail, cases are dismissed, or judgments are vacated by agreement, helping to shield tenants from the rental market stigma associated with past filings.⁶⁵ That same year, Rules 7 and 11 eliminated filing fees for tenants’ answers, removing a significant financial hurdle that had previously discouraged many tenants from defending themselves.⁶⁶

Overall, the post-2020 reforms to Arizona’s eviction rules have delivered meaningful benefits. Yet these advances remain imperfect: inconsistent enforcement of emergency motions undermines timely relief, procedural misalignments create confusion around continuances of hearings, default judgments, dismissals, and appeals, and unrepresented tenants often receive eviction judgments without fully understanding their rights. By closing these gaps and bolstering implementation, Arizona can build on its progress and secure a truly fair, accessible eviction process for all.

⁶⁴ Ariz. Sup. Ct., Order Amending Rules 5, 6 & 11 of the Rules of Procedure for Eviction Actions, No. R-21-0039 (Aug. 30, 2021), effective Jan. 1, 2022.

⁶⁵ Ariz. Sup. Ct., Order Amending Rules 7 & 11 and Adopting Rule 20 of the Rules of Procedure for Eviction Actions, No. R-22-0027 (Sept. 24, 2022), effective Jan. 1, 2023.

⁶⁶ Ariz. Sup. Ct., Order Amending Rules 7 & 11 and Adopting Rule 20 of the Rules of Procedure for Eviction Actions, No. R-22-0027 (Sept. 24, 2022), effective Jan. 1, 2023.

The Justices of the Peace

The judges that oversee Justice Court are called Justices of the Peace. Justices of the Peace are elected officials in Arizona and must have the following qualifications:

- Be at least 18 years old;
- Be a registered voter in Arizona;
- Reside in the Justice Court precinct that the Justice of Peace oversees; and
- Understand the English language.⁶⁷

A Justice of the Peace in Arizona does not have to be an attorney, have a law degree, or have any other prior legal education or training. There are many different Justice Court precincts in Arizona. Each Justice Court precinct has its own Justice of the Peace. In Maricopa County, since there are 26 Justice Courts and 26 Justices of the Peace.

All Justices of the Peace – and judges in Superior Court – that hear eviction cases have certain responsibilities to the parties. Many of these judicial responsibilities were codified in the Rules of Procedure for Eviction Actions. For example, Rule 11(b)(1) directs judges to actively assess whether tenants may have valid legal defenses, either by reviewing written answers or through direct questioning in open court. This approach helps ensure that landlord comply with applicable rules and case law, and that tenants are not unfairly evicted without a meaningful opportunity to present their case. Rule 13 requires that judges review all pleadings before entering judgment, verifying that procedural prerequisites have been met and that the case is legally sound. These foundational rules provided much-needed structure and fairness to eviction litigation and were widely regarded as a major improvement over the prior absence of formal procedures.

In addition, every judge and judicial officer is bound by the Arizona Code of Judicial Conduct, which among other foundational principles, requires impartiality, fairness, and competence, ensuring that a party’s right to be heard is satisfied, as well as be patient, dignified, and courteous to litigants, jurors, witnesses, and lawyers and those with whom the judicial officer deals in an official capacity. A judicial officer must always act in a way that promotes public confidence in the independence and integrity of the judicial process and of the judiciary.⁶⁸

⁶⁷ Ariz. Judicial Branch, *Justice Courts* “Justice of the Peace Qualifications,” available at <https://www.azcourts.gov/az-courts/justice-courts> (last visited Mar. 5, 2026).

⁶⁸ Ariz. Sup. Ct. Rules, Rule 81, Code of Jud. Conduct, Rule 1.2, 2.2, 2.3, 2.5, 2.8.

Study Methodology

The William E. Morris Institute for Justice conducted this study over two full years, from January 2024 through December 2025. The study is comprised of a combination of court observations, case file and issue analysis, and interviews and conversations with attorneys, advocates, and judicial officers.

Arizona has 15 counties and most of the eviction hearings we observed were filed and heard in Maricopa County, home to the City of Phoenix. We observed hearings in 25 of the 26 Justice Courts in Maricopa County⁶⁹

We also conducted limited observations in Pima County, home to the City of Tucson, and in Coconino County, home to the City of Flagstaff.

MIJ attended all court hearings in Maricopa County and Pima County in person. We listened to the court hearings in Coconino County over the telephone. After our observations in Maricopa County, we requested a copy of the publicly available audio and video recordings of the court hearings. We also requested case files for a select number of cases we observed. Unless the case was dismissed, the court entered a judgment in favor of the tenant, or the landlord and tenant filed a stipulated agreement to seal the case, our requests were fulfilled by the relevant Justice Court.⁷⁰ Reviewing the hearing recordings and case files helped us verify case details and outcomes, which were sometimes difficult to discern in person due to several reasons, including the fast pace of the eviction calendar calls and technical issues with virtual appearances.

We usually arrived at the relevant courthouse 30-60 minutes prior to the time the eviction court call was scheduled to start. We documented the location of the courthouse, the condition and accessibility of the court facilities, and the availability of public information about court procedures and the eviction process.

Once inside the courtroom, we documented the number of people sitting in the gallery, the time for when a court clerk set up the virtual courtroom, and the time for when the judicial officer took the bench and started the court calendar. For each case called we noted the following:

1. Whether the landlord was represented by an attorney.

⁶⁹ Maricopa County Justice Courts Locations, <https://justicecourts.maricopa.gov/about-us/court-locations> (last visited Mar. 5, 2026).

⁷⁰ Pursuant to A.R.S. § 33-1379, a court shall issue an order sealing all records related to an eviction case if (1) the court dismisses the case prior to the entry of judgment, (2) if the court enters a judgment in the tenant's favor, or (3) if the landlord and tenant file a stipulation to the court to set aside the order of eviction and to seal the case.

2. If the landlord was represented, whether the landlord's attorney was present in person or virtually.
3. Whether the landlord was present in person or virtually.
4. Whether the tenant was represented by an attorney.
5. Whether the tenant was present in person or virtually.
6. What questions the judge asked the landlord or their attorney.
7. What questions the judge asked the tenant or their attorney.
8. What information the judges gave the parties concerning the court and eviction processes and their rights.
9. Whether either party requested a continuance, and if the request was granted, or if the judicial officer continued the case on their own volition.
10. Whether the landlord or their attorney presented evidence, including witnesses, and how the judicial officer considered that evidence.
11. Whether the tenant presented defenses and how the judicial officer considered those defenses.
12. Whether the judicial officer issued a judgment for landlord or the tenant, dismissed the case, or ordered another outcome.
13. Whether anything else noteworthy happened.

At least 30 days after an eviction court call occurred, we requested select case files from the justice courts that we observed. For each case file reviewed, we took note of the following information:

1. The names of the parties on the complaint and whether they matched the names of the parties listed in the lease or rental agreement.
2. The address of the property and whether it fell within the jurisdiction of the relevant Justice Court.
3. The type of notice the landlord served on the tenant, and when and how the notice was served.
4. When and how the complaint and summons were served.
5. The amounts of rent, fees and other charges requested in the notice and in the complaint.
6. The amounts of rent, fees, and other charges granted in the judgment.
7. Whether the tenant filed a written answer.
8. Whether the tenant signed a stipulated judgment.
9. Whether the judicial officer modified the judgment requested by the landlord.
10. Whether all relevant court documents were in the case file. This includes the notice, the complaint, the summons, and the judgment.

11. The resolution of the case.

General Findings

In 2020, MIJ reported the following general findings about evictions in Maricopa County:

1. 94 percent of landlords were represented by attorneys;
2. Less than 1 percent of tenants were represented by attorneys;
3. 23 percent of tenants appeared at their court hearing;
4. 20 percent of tenants who showed up for court signed a stipulated judgment for their eviction; and
5. In 76 percent of cases where a tenant showed up for court and did not sign a stipulated judgment, the judge signed a judgment against the tenant.

In the current study, we find the following for evictions in Maricopa County:

1. 87 percent of landlords were represented by attorneys;
2. Less than 1 percent of tenants were represented by attorneys;
3. 47 percent of tenants appeared at their court hearing;
4. 0 percent of tenants who showed up for court signed a stipulated judgment for their eviction; and
5. In 73 percent of cases where a tenant showed up for court, the judicial officer signed a judgment against the tenant.

Remote Hearings

Prior to the COVID-19 pandemic, all parties were required to attend their eviction court hearings in person, unless they got special permission from the court in advance to appear telephonically.⁷¹ This practice was in place when we conducted our observations for our 2020 report. In response to the COVID-19 Public Health Emergency, courts began conducting eviction hearings remotely through a virtual meeting application.⁷² After the Public Health Emergency ended, the courts reinstated in-person court hearings, but kept the option for parties and witnesses to attend hearings virtually.⁷³ Now, the judicial officer sits in the courtroom in person while the virtual meeting application runs simultaneously, and parties and witnesses have the option to attend their court hearing in person or virtually, without advance notice to the court. The new eviction court hearing protocols have led to several observed changes since the publication of MIJ’s 2020 report.

Stipulated Judgments

We reported in 2020 that, before the start of each eviction call, we observed many landlord attorneys call out the names of tenants until someone responded. The attorneys and the tenants would speak outside the courtroom about their case. The conversations often ended with the tenant signing an eviction judgment that was prepared by the landlord’s attorney. In most cases, by signing the judgments, tenants agreed to be evicted and waived their appeal rights, without speaking to a judge. Most tenants who signed these “stipulated judgments”⁷⁴ left the courthouse before the judicial officer came onto the bench and, based on conversations we had with some of these tenants, did not fully understand what they had just signed. The landlords’ attorneys would present the stipulated judgments to the court when their cases were called, and the judicial officers would ask a couple of routine questions before accepting them into the record. In our 2020 report, we reported that 20 percent of tenants who came to court signed stipulated judgments.⁷⁵

This practice was so commonplace and accepted that it appeared that the start of some eviction calls were purposefully delayed to allow landlord attorneys more time to

⁷¹ Ariz. Sup. Ct., Order Adopting R-21-0039 (amending Rules 5, 6 & 11 of the Arizona Rules of Procedure for Eviction Actions) (Dec. 8, 2021).

⁷² Ariz. Sup. Ct., COVID-19 Continuity of Court Operations During a Public Health Emergency Workgroup, *Recommended Remote and In-Person Hearings in Arizona State Courts in the Post-Pandemic World* (Feb. 22, 2022).

⁷³ Ariz. R. P. Eviction Actions 11(a).

⁷⁴ Stipulated judgments are allowed in the Rules of Procedure for Eviction Actions and must meet certain requirements before a court may accept it. Ariz. R. P. Eviction Actions 13(b)(4).

⁷⁵ William E. Morris Institute for Justice, *Injustice in No Time: The Experience of Tenants in Maricopa County Justice Courts* (June 2005) at 36.

enter into these judgments with tenants.⁷⁶ The practice, however, changed with the allowance of remote hearings. During our most recent observations, we did not observe a single landlord attorney approach a tenant or present a stipulated judgment to the court. Rather, most of the landlord attorneys who made an appearance in court did so remotely from the comfort of their homes or offices and, thus, did not have the opportunity to persuade tenants to sign last-minute stipulated judgments.

Default Judgments

In 2020, we reported that in 600 out of 1,097 cases, the tenant did not appear at their court hearing, and the court signed a default judgment for the landlord.⁷⁷ Tenants do not appear for hearings for a variety of reasons, including job obligations and inadequate time to secure permission for work absences, a lack of available or reliable child care, a lack of options for personal or public transportation, or family illnesses and other health and medical reasons. Regardless of the reason, if a tenant misses court, they are missing out on the chance to present their side of the case to a judge. While dismissals or “wins” for tenants are rare, we have observed cases where a tenant successfully raises a defense and walks out of the court still in possession of their home.

The availability of access to the courts via remote hearings means that people can attend court from their home, or another location, and, consequently, default judgments have declined. In our current observations, we observed court issue default judgment in 38.5 percent of cases – lower than what we reported in 2020. While remote hearings give rise to their own problems and do not fully resolve the issues related to default judgments, remote hearings are a positive change that has provided parties an alternative way to have their day in court.

Technological Barriers

Although remote hearings have allowed parties more opportunity to attend their court hearings, many people can only take advantage of a remote hearing if they have access to a computer or smart phone with reliable internet. This can be difficult for many people, particularly those who live in more rural parts of Arizona. Maricopa County is vast and covers approximately 9,224 square miles – much of the county is rural, including 5 percent tribal land.⁷⁸ Arizona’s rural residents, making up about 11.5 percent of the state’s population, face distinct barriers such as limited broadband internet access, lack of public

⁷⁶ We observed several court calls in 2018 and 2019 begin between 15 and 28 minutes late.

⁷⁷ William E. Morris Institute for Justice, *Injustice in No Time: The Experience of Tenants in Maricopa County Justice Courts* (June 2005) at 13.

⁷⁸ Maricopa County Quick Facts, <https://www.maricopa.gov/3598/County-Quick-Facts> (last visited Jan. 21, 2026).

transportation and other transportation challenges, and long distances to community agencies and service centers.⁷⁹

Even if someone has a computer or phone that can connect to the internet, parties attending court remotely also frequently run into issues with the technology that make remote hearings possible. For unrepresented tenants, this sometimes meant missing their cases entirely and getting a default judgment.⁸⁰ We also observed cases where parties could not hear the proceedings properly or the court could not properly hear the parties.⁸¹ This sometimes resulted in a party not being able to advocate for themselves properly. This was especially true if a party had to participate in the remote hearing from their car or place of work, which are difficult settings in which to fight for one's home. We also observed technical challenges experienced by the courts, leading to delayed court times.

Courts should come up with procedures to help alleviate some of the issues brought on by remote hearings. One idea is for justice courts to implement a procedure that would require judicial officers to re-call cases at the end of a court call if one of the parties did not respond when the case was initially called. This practice would give parties a few more minutes to manage all the factors in their lives – including figuring out technology or finding a quiet space from which to log in to a virtual proceeding – that might prevent them from being present and prepared for their court hearing. The practice would also only add a few minutes to the duration of a court call. In 2024, with the three Arizona civil legal aid organizations, MIJ proposed this practice as a change to the Rules of Procedure for Eviction Actions and had the support of many organizations and entities, including the State Bar of Arizona. The Justice of the Peace Bench of Maricopa County opposed the proposal, and the Supreme Court of Arizona denied our request.

Without procedural changes to the current eviction process, the full potential of remote hearings will not be fulfilled, and parties will continue to encounter problems that prevent them from attending their court hearings.

⁷⁹ World Population Review, *Most Rural States 2024*, <https://worldpopulationreview.com/state-rankings/most-rural-states> (last visited Mar. 5, 2026); America's Health Rankings, *Percent of Rural Population: Arizona*, https://www.americashealthrankings.org/explore/measures/pct_rural_b/AZ (last visited Mar. 5, 2026).

⁸⁰ See e.g. CC2024-0350XX. To preserve the anonymity of the parties involved in the cases cited in this report, MIJ redacted the last two digits of the case numbers.

⁸¹ See e.g. CC2025-2446XX.

“Just a Little More Time to Pay”

In many of the cases we observed that involved the nonpayment of rent, the tenant often asked the court for “just a little more time to pay.” These tenants had perfectly legitimate – and relatable – reasons for needing a few extra days to pay their rent: some tenants had their paycheck coming in the next Friday, others were waiting for their public benefits to come through, and some had a rental assistance application pending. And many of these cases only concerned only one missed monthly rent payment. Below are a couple of examples of cases that we observed:

- At a hearing in a nonpayment of rent case, the tenant admitted to owing rent. The tenant explained that they had been injured at work and could not work. The tenant further explained that they had filed for workers’ compensation and that the claim was currently pending. They said they just needed some time to get caught up. The judicial officer explained that he had to sign the judgment for the landlord and encouraged the tenant to talk to their landlord and negotiate an agreement.⁸²
- A tenant admitted to owing the landlord past due rent and explained that they had applied for rental assistance through Maricopa County. The tenant said that although they had submitted the application, the County had not given him a specific timeline for when the application would be processed. The judicial officer signed a judgment for the landlord and the tenant was evicted.⁸³
- In a nonpayment of rent case, the tenant admitted to owing the landlord rent, but asked for a few days grace until the next Friday, when they received their paycheck. The judicial officer told the tenant that they could not have more time to pay and signed a judgment for the landlord.⁸⁴

Despite these common and eminently reasonable scenarios, the tenants were not allowed to have more time to pay their rent and were evicted from their homes. This is because the Arizona Residential Landlord and Tenant Act, at A.R.S. § 33-1368 (B), states that “[a] tenant may not withhold rent for any reason...” and that “[a]fter a special detainer action is filed the rental agreement is reinstated only if the tenant pays all past due rent, reasonable late fees set forth in a written rental agreement, attorney fees, and court costs.” The language of this statute is extremely limiting and does not allow flexibility for tenants who simply need more time to pay. A couple of changes to the current eviction process and system could allow more tenants to stay in their homes.

⁸² CC2024-0336XX.

⁸³ CC2024-0337XX.

⁸⁴ CC2024-1381XX.

Allow Courts to Vacate Judgments if the Tenant Can Pay Within Five Days After a Judgement is Issued

One solution is to amend the Arizona Residential Landlord and Tenant Act, at A.R.S. § 33-1377, to grant a tenant the right to redeem and reinstate their rental agreement after a court enters an eviction judgment. Such a change could mandate that courts vacate the judgment and order the reinstatement of a lease and tenancy in a nonpayment of rent case if the tenant pays the judgment in full within five days after a judgment is issued. This change in the law would allow tenants who simply need a few extra days to pay a chance to keep their tenancy and remain housed, while minimally impacting landlords, who would be made whole by the payment of the judgment amount.

State-Provided Rental Assistance

Another solution is for the State of Arizona to implement and fund a permanent rental assistance program. In response to the COVID-19 pandemic, the federal government allocated funds to states and cities through the Consolidated Appropriations Act of 2020⁸⁵ and the American Rescue Plan of 2021⁸⁶ to fund eviction prevention services, including emergency rental assistance programs. In Arizona, Pima County, Tucson, Yuma County, Phoenix, Glendale, Chandler, Mesa, Gilbert, and Maricopa County all used the funds to set up their own programs.⁸⁷ In addition, the Arizona Department of Economic Security (“DES”) had a program to serve the rest of the state.⁸⁸

Under these programs, if a household was eligible for assistance, it could receive funds for both rent and utility assistance.⁸⁹ Also, the help available did not have to be for

⁸⁵ Consolidated Appropriations Act, 2021, Pub. L. No. 116-260, 134 Stat. 1182 (2020).

⁸⁶ American Rescue Plan Act 2 of 2021, Pub. L. No. 117-2, 135 Stat. 4 (2021).

⁸⁷ See e.g., Ariz. Dep’t of Hous., *Rental Assistance & Eviction Prevention Programs*, <https://housing.az.gov/general-public/rental-assistance-eviction-prevention-programs> (last visited Nov. 26, 2025) (noting that Maricopa County, Pima County, and Yuma County received federal funding and launched local rental assistance programs); Pima County, *Board Approves \$8 Million for Rent and Utility Assistance Program* (Mar. 16, 2021), <https://content.govdelivery.com/accounts/AZPIMA/bulletins/2c782ba> (describing Eviction Prevention/Emergency Rent and Utility Relief Program administered in partnership with City of Tucson using federal Emergency Rental Assistance funds); Maricopa County, *Regional Partnership Provides \$200 Million in Emergency Rental and Utility Assistance*, <https://www.maricopa.gov/NewsFlash/Home/SinglePost/2602> (last visited Nov. 26, 2025) (listing ERA distributions for City of Chandler, City of Glendale, City of Mesa, City of Phoenix, Town of Gilbert, and Maricopa County); Ariz. Dep’t of Hous., *Yuma County (Rental Assistance & Eviction Prevention Programs)*, <https://housing.az.gov/general-public/rental-assistance-eviction-prevention-programs/yuma-county> (last visited Nov. 26, 2025) (describing Yuma County and City of Yuma COVID-19 Emergency Rental Assistance programs).

⁸⁸ Ariz. Dep’t of Econ. Sec., *Arizona Rental Assistance Program*, <https://des.az.gov/ARAP>.

⁸⁹ *Id.*

past rent due.⁹⁰ Households could apply to receive three months' rent in advance, which helped families with move-in rental expenses for a new apartment or house.

The pandemic era programs helped many families in Arizona, but the programs, unfortunately, were temporary and the last of the programs that used American Rescue Plan funds ended in 2024.⁹¹ But just because the programs have ended does not mean that the need has ended as well. In fact, with rising rents and high levels of eviction filings, the need is greater than it has ever been. If Arizona allocated funds to run a robust rental assistance program, tenants who qualify could use this program to save their homes and provide stability for their families.

⁹⁰ *Id.*

⁹¹ *Id.*

Practices Unique to Eviction Hearings

Like other judicial officers who oversee cases in other courts, Justices of the Peace overseeing eviction hearings must ensure that the plaintiff – who is usually the landlord – has established requisite facts and followed the proper procedures in their case brought against the defendant – who is usually the tenant. If the plaintiff has not proved the basic facts required under the law, the judicial officer has no legal basis under the Arizona Residential Landlord Tenant Act or the Arizona Rules of Procedure for Eviction Actions to enter a judgment against the defendant.⁹² MIJ reported in our past reports that, based on our observations and case file analysis, landlords frequently failed to meet their legal obligations under the law, and that the Justices of the Peace failed to recognize these case deficiencies. Thus, courts entered eviction judgments for the landlord in cases that should have been dismissed or at least set for trial if the deficiency was in dispute. We also observed other practices unique to eviction cases that most often favored landlords. Our most recent observations revealed that little has changed.

Landlords Relied on Defective Notices, Improperly Served Notices, or Improperly Served Summons and Complaints

The Arizona Rules of Procedure for Eviction Actions require judicial officers overseeing evictions to determine that each tenant received proper notice⁹³ and properly served summons and complaint.⁹⁴ But in many of the cases we observed, tenants alleged in court that they did not receive a timely and properly served notice or a summons and complaint.

The judicial officers in these cases often did not inquire about the possibility of landlords not following proper procedures; instead they moved forward with the cases, which resulted in judgments in favor of the landlord. Indeed, some judicial officers did not ask any questions at all and simply glanced at the case files before signing judgments for the landlords. Even when a judicial officer caught a deficient or improperly served notice or summons and complaint, instead of dismissing the case, the Justice often allowed the landlord or landlord's attorney another chance to properly serve the required documents. In other cases, simply because the tenant appeared at the hearing, the judicial officer deemed pre-filing notice and/or service of process valid.

- In a case involving the nonpayment of rent, a judicial officer noted on the record that the court file did not have the required proof of service document. The landlord's attorney told the judicial officer that they would send the court the

⁹² Ariz. R. P. Eviction Actions 13.

⁹³ Ariz. R. P. Eviction Actions 13(a)(2).

⁹⁴ Ariz. R. P. Eviction Actions 13(a)(1).

Judicial Officer: Thank you, **Redacted Name**. So just for the record, we continued these cases to, I think it's important to note that I continued these cases for the main and sole purpose of verifying that service was proper - not to continue the court date for any other reason. It was only continued to verify that service was proper. Issue being is that, on the certificates of service, they indicate that the summons was posted and mailed on the **Redacted Date**. The process server, I guess, subsequently or following the what - on, uh, Wednesday - the conversation we had on Wednesday - went and sent and put everything in the mail and sent them certified mail on the **Redacted Date**. The issue I have with that is that the actual certificate of service indicates that they were posted and mailed on the **Redacted Date**, when in fact that is not the case. Upon doing a search from the certificate of service, those postings he may very well have posted on the **Redacted Date** but the mailing did not occur. Upon searching the USPS Postal Service number [the summons and complaints] were not mailed until the **Different Redacted Date**. And it is for that reason that [it] does not comply with valid service. And I'm happy to read the statute to you. Under [A.R.S.] 33-1377, “the summons shall be issued on the day the complaint is filed and shall command the person against whom the complaint is made to appear and answer the complaint at the time and place named which shall be not more than six nor less than three days from the date of the summons. The tenant is deemed to have received the summons three days after the summons is mailed, if personal service is attempted,” and so on and so forth.⁹⁹

The judicial officer ultimately dismissed those cases because service of process was defective. More judicial officers should closely review the notices and other case file documents, such as affidavits and certificates of service – particularly the certified mail receipt number – to ensure that they are meeting their obligations under the Rules.

Landlords or Their Attorneys Not Present When Cases are Called

We observed cases where neither the landlord nor landlord attorneys were present when the judicial officer called their case to be heard. As explained above, since the COVID-19 pandemic, parties and their attorneys are allowed to appear in court in person or virtually through the court’s online virtual courtroom. Most landlord attorneys appear in court virtually, and in some cases, the attorney did not answer when the judicial officer

⁹⁹ *Id.*

called their case despite their name being displayed in the virtual courtroom. In other cases, the attorneys were not present at all – either in person or in the virtual courtroom. In one courtroom, MIJ observed the judicial officer organized the calendar by law firm and called the name of one law firm to hear all the cases it had before the court that day. The law firm did not answer so the judicial officer set those cases aside and proceeded with the calendar. Half-way through the court calendar, the judicial officer called the law firm again. The law firm again did not appear for its cases.¹⁰⁰ In another courtroom, the judicial officer called one firm to begin hearing its cases and no one responded. The judicial officer set aside that law firm’s cases and later recalled the cases. By that time, an attorney from that law firm was present and the judicial officer proceeded with to hear the cases.¹⁰¹

In all the cases detailed above, the judicial officer extended the landlord attorneys multiple chances and recalled the cases after hearing a few other cases first. This same grace is usually not extended to tenants.

- A judicial officer called the name of the plaintiff and landlord once. The landlord was present, but the tenant was not. The judge proceeded to hear the case and signed a default judgment for the landlord. After the judicial officer heard the remaining cases on the court calendar, a person spoke up and said they were the tenant in the earlier case that had resulted in a default judgment. The judicial officer explained that the case had already been heard and that the court would email the tenant a copy of the judgment.¹⁰²
- In a case involving the nonpayment of rent, the tenant did not appear when called and the judicial officer proceeded to hear the case. The accuracy of the rental ledger was at issue, and the judicial officer asked the landlord’s attorney to clarify the landlord’s accounting. Specifically, the judicial officer wanted clarification on when a rental assistance payment was applied to the tenant’s account. The landlord’s attorney attempted to explain the discrepancy but did not provide further evidence to back up his explanation. The judicial officer told the landlord’s attorney that he “would accept your interpretation of the ledger” and signed a judgment for the landlord. After hearing a few more cases, a person in the virtual courtroom announced themselves as the tenant in the case. They explained that they had been on the line but had technical difficulties and had to hang up and call back. The judicial officer said that the previously signed judgment would stand.¹⁰³

¹⁰⁰ Court calendar was observed in 2025.

¹⁰¹ Court calendar was observed in 2024.

¹⁰² CC2024-2126XX.

¹⁰³ CC2024-0350XX.

The Justices of the Peace should maintain consistent protocols for non-responding parties and attorneys and simply recall all cases in which either party fails to respond initially before dismissing them, or in the case of tenants, issuing default judgments.

Landlord Attorneys are Not Required to be Prepared at the First Hearing (Continuances)

MIJ observed several cases where landlord attorneys were not fully prepared at the initial court hearing. For example, in a case involving the nonpayment of rent, the tenant alleged that the complaint was incorrect because it did not account for his Section 8 housing subsidy. The landlord's attorney told the judicial officer that he did not have a copy of the relevant paperwork on hand and asked that the hearing be continued. The judicial officer granted the landlord's attorney's request and continued the case to another day.¹⁰⁴ In another case, the tenant told the judicial officer that they had moved out and returned the keys to the property the week before the hearing. The landlord's attorney did not know that the tenant had moved and asked that the case be set aside so they could try to call their client (the landlord). After the landlord's attorney was unable to get ahold of their client, they asked the judicial to continue the case to another day. The judicial officer granted the landlord's request.¹⁰⁵

Like the cases above, in many similar instances, the landlord attorneys usually asked to have their cases continued to have more time to prepare, and the judicial officer overseeing the cases usually granted their requests for continuances.¹⁰⁶ In our observations, 100 percent of landlord or landlord attorney requests for continuances were granted. In many of these cases, when resetting the case to another date, the judicial officer either did not consider or ignored the tenant's availability.

Conversely, approximately 40 percent of tenant requests for continuances were granted. Judicial officers usually did not allow tenants more time to prepare for their cases or to negotiate agreements to avoid a judgment. For example, in a case involving the nonpayment of rent, a tenant alleged that they had a portion of the owed rent and asked the landlord's attorney if they could come to a payment plan agreement. The landlord's attorney stated that he did not have the authority to negotiate an agreement. The tenant asked the judicial officer for a continuance to allow him time to speak to the landlord about a payment plan. The judicial officer denied the request and told the tenant "We don't do that."¹⁰⁷ In another case, a tenant who allegedly overstayed their lease, asked the court for a continuance to allow them time to obtain an attorney. The landlord's attorney objected

¹⁰⁴ CC2024-0795XX.

¹⁰⁵ CC 2024-1378XX.

¹⁰⁶ Maricopa Cnty. Justice Courts, *General Information about Landlord and Tenant Rights and Options* 15 (June 2016) (rev. June 30, 2016).

¹⁰⁷ CC2024-2115XX.

to the tenant’s request and the judicial officer denied the continuance. The judicial officer signed a judgment for the landlord.¹⁰⁸

The Arizona Rules of Procedure for Eviction Actions at Rule 11 (d) permit a court to grant requests for continuances for “good cause shown.” However, the definition of “good cause” as stated in Rule 18(d) states that good cause “means a stated, substantial reason” but that standard is not clarified or defined in the rule. Further, the rules do not explain or provide examples of what constitutes a “substantial reason,” adding confusion and inconsistency to the process.

In early 2025, MIJ and the legal services organizations filed a rule petition with the Arizona Supreme Court to change the Arizona Rules of Procedure for Eviction Actions to clarify the definition of “good cause” and include a non-exhaustive list of example scenarios for when judicial officers should grant requests for continuances.¹⁰⁹ The proposed reasons listed in the petition included “[a] need to gather evidence relevant to the eviction action that the party was unable to obtain before the first eviction hearing” and “the unavailability of a material witness to appear at a scheduled hearing or trial.”¹¹⁰ These reasons, and the others listed in the petition, would remind the Justices of the Peace of when a continuance would be warranted. Even though the legal community widely supported the proposed rule changes, the Arizona Supreme Court denied the petition.

¹⁰⁸ CC2024-1966XX.

¹⁰⁹ R-25-0020, Petition to Amend Rules 11(d) and 18(d) of the Rules of Procedure for Eviction Actions,

¹¹⁰ *Id.*

Judicial Officers' Responsibilities to Parties in Eviction Actions

Plaintiffs in civil cases must follow certain procedures and present facts and evidence in court that establish their cases. It is the judges' responsibility to ensure that plaintiffs meet their burden of proof and present evidence to satisfy the legal elements of their case. Eviction actions in Arizona operate differently from other civil cases and are considered "statutory summary proceedings."¹¹¹ This means that eviction procedures and processes are faster and more streamlined than other types of civil cases. Despite the summary nature of eviction cases, judicial officers must still make sure that plaintiffs establish their cases.

Arizona law requires judicial officers overseeing eviction matters to ensure that plaintiffs – typically landlords – meet basic procedural requirements before the case can proceed. If a judicial officer finds that a landlord's eviction case is procedurally deficient, then the judicial officer does not have jurisdiction over the case and should dismiss it.¹¹² We found, however, that many judicial officers do not dismiss procedurally deficient cases and instead give landlords a chance – sometimes multiple chances – to "correct" the deficiency. Sometimes the judicial officer put the case aside and allowed the plaintiff or the plaintiff's attorney to submit proof of the correction until the end of the case calendar call or the end of the day. Other times, the judicial officer continued the case for up to three days to allow the plaintiff or the plaintiff's attorney to correct the deficiency and to file proof with the court. And other times, the judicial officer did not meaningfully investigate the deficiency and simply proceeded with the case. Below are summaries of some cases that we observed that concerned procedural deficiencies:

- In a case concerning a tenant living in an assisted living facility, the landlord did not renew the tenant's lease, and the tenant overstayed the lease of her room. At the hearing, the tenant alleged that the case documents were served to the wrong room and that she was not properly served. The landlord's attorney stated that although the documents were served to the wrong room, the tenant received the documents. The landlord's attorney called a maintenance worker who testified that he saw the tenant receive an envelope. Although the maintenance worker did not testify about what the envelope contained and the tenant further stated that she was not properly served, the judicial officer found that service was proper and proceeded with the case. The judicial officer signed a judgment for the landlord and the tenant was evicted.¹¹³

- In a case involving the nonpayment of rent, the landlord's attorney called to the court's attention that the complaint did not name the correct tenant. The tenant

¹¹¹ Ariz. R. P. Eviction Actions 2.

¹¹² Ariz. R. P. Eviction Actions 13.

¹¹³ CC2024-0781XX.

told the court that the complaint also listed tenants who no longer lived at the property. The landlord’s attorney moved to amend the complaint to list the correct tenant and to remove the tenants who did not live at the property. The judicial officer granted the landlord’s motion and proceeded with the case.¹¹⁴

- In a case involving the nonpayment of rent, the judicial officer informed the landlord’s attorney that the court file did not have proof of service. The landlord’s attorney told the judicial officer that they would email the court the proof of service. The judge accepted that explanation and proceeded to hear the case. The judicial officer signed a judgment for the landlord.¹¹⁵

Judicial officers also have the responsibility to make sure that plaintiffs establish a prima facie case, which means plaintiffs must prove the basic factual elements to meet the requirements for their legal claims.¹¹⁶ Even though eviction actions are summary proceedings, plaintiffs must still meet their burden of proof and present evidence that the tenant breached the rental agreement as alleged in the plaintiffs complaint. Some judicial officers that we observed, however, seemingly signed judgments for plaintiffs without requiring plaintiffs to fully prove their cases. In some cases, the judicial officer did not require the plaintiff or their attorney to say one word on the record, other than announcing their name. For example, in one court, for cases that had a represented landlord, the judicial officer called the parties to announce themselves. In cases where a tenant did not appear, after the landlord’s attorney announced themselves, the judicial officer quietly sat at the bench and signed default judgments for all cases involving that landlord’s attorney. The landlord’s attorney did not say anything else on the record.¹¹⁷ MIJ observed another court where the judicial officer similarly did not require the landlord attorneys to say anything on the record, other than their names, if a tenant did not appear. That judicial officer signed seven default judgments in approximately four minutes.¹¹⁸

In other cases, the judicial officer did not inquire about facts stated on the record that raised questions and may have warranted a dismissal of the case. For example, in a case involving a tenant who had overstayed his lease, the unrepresented landlord told the court that the tenant was still living at the property and had unauthorized pets. The tenant was present virtually and was at the property. The tenant showed that court with his phone that he had moved out and that the property was clean. The tenant disputed the amount of

¹¹⁴ CC2024-0329XX.

¹¹⁵ CC2024-1361XX.

¹¹⁶ *See* Ariz. Rev. Stat. Ann. § 33-1377(E) (2024) (requiring the court, after hearing the evidence, to enter judgment for the landlord only if the landlord has proved entitlement to possession under the Act); *see also* Ariz. R. P. Eviction Actions 13(a) (2024) (providing that “the plaintiff must prove the allegations of the complaint” before judgment may be entered).

¹¹⁷ Court calendar was observed in 2024.

¹¹⁸ Court calendar was observed in 2024.

the proposed judgment, but the judicial officer kept the judgment as is. Before signing the judgment, the judicial officer signed the judgment and ended the hearing, the landlord told the court that they had lost possession of that home a few days prior to the hearing. The judicial officer said, “I don’t know what that means” but signed the judgment for the landlord and advised the tenant to return the keys to the “appropriate person.”¹¹⁹

After plaintiffs establish the procedural, factual, and legal requirements to maintain their cases, judicial officers must then make sure defendants have the opportunity to present defenses.¹²⁰ Rule 11(c)(1) instructs judicial officers to “determine whether there is a basis for a legal defense to the complaint either by reviewing a written answer filed pursuant to Rule 7 or by questioning the defendant in open court.” Due process requires that civil proceedings be “fundamentally fair,”¹²¹ and it is widely recognized that judicial officers not only may intervene in proceedings for the purpose of ensuring fairness but also should intervene if and when due process requires.¹²² Further, the comment to Rule 2.2 of the Arizona Code of Judicial Conduct, explicitly states that judges may “make reasonable accommodations to ensure self-represented the opportunity to have their matters fairly heard.”

How Judicial Officers Elicited Responses from Tenants

The judicial officers we observed interpreted this duty differently. Pursuant to Rule 11(c)(2), tenants are not required to file a written answer to the complaint before the initial appearance, and indeed most tenants do not file a written answer in advance of the court hearing. Rather, most tenants who appear in court answer the complaint orally at that first hearing. This means that, according to Rule 11(c)(1), judicial officers must ask tenants in court about their legal defenses. The judicial officers we observed all interpreted this duty differently. Some judicial officers only asked tenants if they had “legal defenses” but did not clearly define “legal defenses” and cut off tenants from speaking if they tried to present something the judicial officer did not consider a “legal defense.” Others asked tenants open-ended questions and let them explain their side of the case. Below are how some judicial officers elicited responses from tenants:

- After requiring the landlord or the landlord’s attorney to recite the allegations, the judicial officer would ask the tenant “Do you agree?” If the tenant said “yes,” the judicial officer would sign a judgment for the landlord without asking more questions or allowing the tenant to further explain.

¹¹⁹ CC2024-1961XX.

¹²⁰ Ariz. R. P. Eviction Actions 11(b).

¹²¹ *Lassiter v. Dep’t of Soc. Servs.*, 452 U.S. 18, 24–25 (1981).

¹²² *Chambers v. NASCO, Inc.*, 501 U.S. 32, 43 (1991) (recognizing courts’ inherent authority to intervene to ensure fairness); *Goldberg v. Kelly*, 397 U.S. 254, 271 (1970) (hearing officers must safeguard fairness to satisfy due process).

- For cases involving the nonpayment of rent, the judicial officer would recite the allegations themselves, and then ask the tenant “Do you owe this rent?” If the tenant said “yes,” the judicial officer would sign a judgment for the landlord without inquiring further.
- For cases involving the nonpayment of rent, the judicial officer would go over the allegations of the complaint and then ask the tenant “Did you pay the rent?” If the tenant said “yes,” the judicial officer would ask “What happened?” and would hear out *why* the tenant failed to pay the rent.

Common Defenses Presented by Tenants

When a judicial officer allowed tenants to present defenses, we observed that tenants put forth a few common defenses, depending on the basis for the eviction action. We detail a few of the most common defenses below:

Paid or Attempted to Pay the Rent

In nonpayment of rent cases, many tenants disputed the landlord’s allegations and stated that they paid the rent or attempted to pay the rent to the landlord. If a tenant pays the rent owed, plus late fees, before an eviction action is filed, then the landlord must reinstate the rental agreement.¹²³ If a landlord has already filed an eviction action, the case must be dismissed and the rental agreement reinstated only “if the tenant tenders all past due rent, reasonable late fees set forth in a written rental agreement, attorney fees, and court costs.”¹²⁴ Some judicial officers, upon hearing the defense of payment, dismissed the case if the tenant provided evidence of the payment. Other judicial officers continued the case and set it for trial to allow the landlord to refute the tenant’s defense. For example, a tenant in a nonpayment of rent case told the judicial officer that he had previously dropped off payment in the apartment complex’s payment drop box. The landlord’s attorney did not know about the tenant’s payment and asked for a continuance to verify the payment. The continuance was granted.¹²⁵ A tenant in another case told the court that they overnighted full payment of all the money owed and that the landlord should have received the payment. The judicial officer continued the case to allow the landlord’s attorney to verify that the payment was received.¹²⁶

Some judicial officers did not meaningfully inquire about the tenants’ defense of payment and signed a judgment for the landlord at the initial hearing. For example, one tenant told the judicial officer that they paid their rent and that it had been accepted by the

¹²³ A.R.S. § 33-1368(B).

¹²⁴ *Id.*

¹²⁵ CC2024-0906XX.

¹²⁶ CC2024-0907XX.

landlord. The landlord’s attorney surmised that the payment probably had been tendered the prior month – before the landlord issued the pre-filing 5-day notice. Without more evidence, the judicial officer accepted the landlord’s attorney explanation and signed a judgment for the landlord.¹²⁷

In addition to paying the full payment, Arizona law also recognizes partial payments of rent as a defense to an eviction action. If a tenant pays their landlord a partial payment of the rent owed, the landlord cannot bring an eviction action against the tenant unless “the tenant agrees in a contemporaneous writing to the terms and conditions of the partial payment with regard to continuation of the tenancy.”¹²⁸ In a case we observed, the tenant alleged that they submitted a partial payment to the landlord during the prior month and then submitted another payment in next month. The landlord’s attorney did not know about the payment and asked for the case to be set aside so he could call his client. The landlord’s attorney spoke to his client and said that they had rejected the payments. The tenant disputed this and presented his cashier’s receipts to the court. The judicial officer continued the case and set it for trial. MIJ looked up the records of the case to see the outcome of the trial, but the case was sealed from public view.¹²⁹

Repairs Needed to the Rental Unit

In some of the cases we observed, tenants brought up the landlord’s failure to maintain the property as a defense to nonpayment of rent cases. Arizona law states that “[a] tenant may not withhold rent for any reason not authorized by this chapter.”¹³⁰ However, landlords have a duty to maintain their rental properties to ensure they are safe, and in a fit and habitable condition.¹³¹ Moreover, “[a] rental agreement, assignment, conveyance, trust deed or security instrument may not permit the receipt of rent free of the obligation to comply with [the landlord’s maintenance, safety, fitness, and habitability duties].”¹³² And, “[e]very duty under this chapter and every act which must be performed as a condition precedent to the exercise of a right or remedy under this chapter imposes an obligation of good faith in its performance or enforcement.”¹³³

Accordingly, a landlord’s violation of mandatory habitability duties cannot be separated from the tenant’s rent obligations – and a tenant has an enforceable right and remedy for such violation, including asserting an affirmative defense in an eviction action. Additionally, if a landlord breaches this duty, or any other duty under the lease, and the

¹²⁷ CC2024-0351XX.

¹²⁸ A.R.S. § 33-1371(A).

¹²⁹ CC2024-662XX.

¹³⁰ A.R.S. § 33-1368(B).

¹³¹ A.R.S. § 33-1324(A).

¹³² A.R.S. § 33-1316.

¹³³ A.R.S. § 33-1311.

tenant still lives in the rental property, “the tenant may counterclaim for any amount which he may recover under the rental agreement or this chapter.”¹³⁴ The court may then order the tenant to pay to the court the amount of the alleged rent and then determine the amount due to each party.¹³⁵

In our observations, we did not see a single judicial officer honor this affirmative habitability defense or ensure that a tenant could pursue a counterclaim. Instead, the judicial officers advised tenants that they had no legal right to withhold rent and signed a judgment for the landlord if the tenants could not pay the full judgment amount.

For example, in a case involving the nonpayment of rent, a tenant alleged that she had problems with her plumbing and with her gas fees. She said that the gas company verified that she did not have a gas leak. The judicial officer told the tenant that they could set the case for trial but that would cause the tenant to incur more fees. The tenant said she would accept the landlords proposed charges and the judicial officer signed a judgment for the landlord.¹³⁶ In another case, the tenant told the judicial officer that the landlord was in violation of several health and safety codes and had pending complaints with the city they lived in. The judicial officer told the tenant that they could not withhold rent for outstanding repairs and signed a judgment for the landlord.¹³⁷

For Immediate and Irreparable Breach – They Did Not Commit the Alleged Breach

While nonpayment of rent cases were the most common type of eviction case observed, landlords also brought cases where the tenant allegedly committed a breach of the lease that was material and irreparable.¹³⁸ These cases, known colloquially as “immediates,” are cases where the landlord wants to evict the tenant immediately because the tenant allegedly did something that was so unsafe that it merits terminating the lease right away.¹³⁹ The landlord is not required to give the tenant the same notice it would in a non-“immediate” eviction. Arizona law provides a non-exhaustive list of scenarios that may be considered a material and irreparable breach of the lease:

If there is a breach that is both material and irreparable and that occurs on the premises, which may include an illegal discharge of a weapon, homicide as prescribed in sections 13-1102, 13-

¹³⁴ A.R.S. § 33-1365(A).

¹³⁵ *Id.*

¹³⁶ CC2024-0917XX.

¹³⁷ CC2024-0329XX.

¹³⁸ A.R.S. § 33-1368(A)(2).

¹³⁹ *Id.*

1103, 13-1104 and 13-1105, prostitution as defined in section 13-3211, criminal street gang activity as prescribed in section 13-105, activity as prohibited in section 13-2308, the unlawful manufacturing, selling, transferring, possessing, using or storing of a controlled substance as defined in section 13-3451, threatening or intimidating as prohibited in section 13-1202, assault as prohibited in section 13-1203, acts that have been found to constitute a nuisance pursuant to section 12-991 or a breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, the landlord's agent or another tenant or involving imminent or actual serious property damage, the landlord may deliver a written notice for immediate termination of the rental agreement and shall proceed under section 33-1377. The foregoing list of actions which may constitute a material and irreparable breach of a tenant's lease is not exhaustive.¹⁴⁰

For these types of cases, a judge is supposed to hear the landlord's evidence in court before granting an order. Often, such evidence includes witness testimony regarding the alleged material and irreparable breach. For example, in one case we observed, the tenant did not appear but the landlord's attorney called two witnesses to testify: another resident who also lived at the property and the property manager. The other resident testified that an unidentified teenage girl tried to come into their apartment and attempted to assault the resident. The property manager, after the landlord's attorney showed them a picture of the teenage girl, testified that they did not know the identity of the girl but that she was connected to the apartment in some way. The judicial officer signed the judgment for the landlord even though the landlord did not verify the identity of the girl.¹⁴¹

Tenants who appear at their court hearing often refute the allegations and argue that they did not commit the breach. In a case where the landlord alleged the tenant committed criminal trespass of the property, the tenant alleged that he had a contract with the landlord. The tenant explained that he later got into a dispute with the landlord over the deposit and the landlord then called the police on the tenant and falsely alleged that the tenant had no right to be on the property. The landlord maintained that although they had signed a rental agreement with the tenant, the rent was not paid. After the hearing the testimony, the judicial officer signed a judgment for the landlord. Since the case was brought as an "immediate," and not a nonpayment of rent case, the tenant was required to move out the next day.¹⁴²

¹⁴⁰ *Id.*

¹⁴¹ CC2024-0734XX.

¹⁴² CC2025-1607XX.

Usually, the judicial officer signed the judgment for the landlord. In material and irreparable breach evictions, the writ of restitution shall be issued “not less than twelve nor more than twenty-four hours later.”¹⁴³ This means that tenants in these cases can lose their homes in as little as four days after the alleged breach occurred.

Like cases involving material and irreparable breaches of the lease, landlords often file eviction cases that allege a tenant violated a “crime-free” lease addendum. “Crime-free” lease addenda are products of so-called crime-free housing programs, which involve coordinated efforts between private landlords and government actors, typically officers of local law enforcement agencies, to monitor and punish tenants.¹⁴⁴ Enforcement is often based on minimal information in police files and records about the tenants, their family members, their guests, and other individuals in their lives and neighborhoods, sometimes even away from the homes they rent.¹⁴⁵ The result is a collaborative police surveillance environment in residential areas, created under the guise of community and neighborhood safety. Crime-free housing programs have a discriminatory impact on persons of color, women, and persons with disabilities.¹⁴⁶ Like tenants facing allegations of material and irreparable breach of the lease, tenants who allegedly violate crime-free lease addenda have very little chance of having their cases dismissed. Some tenants allege that they did not violate the crime-free provision, but most cases end with the judicial officer signing a judgment for the landlord.

¹⁴³ A.R.S § 33-1377(E).

¹⁴⁴ *Int’l Crime Free Ass’n* (last visited Feb 26, 2026) <http://www.crime-free-association.org/index.html>

¹⁴⁵ Emily Werth, Sargent Shriver Nat’l Ctr. on Poverty L., *The Cost of Being “Crime Free”*: Legal and Practical Consequences of Crime Free Rental Housing and Nuisance Property Ordinances 8 (2013) (“*The Cost of Being ‘Crime Free’*”), <http://povertylaw.org/files/docs/cost-of-being-crime-free.pdf> (hereinafter *The Cost of Being “Crime Free”*).

¹⁴⁶ *Id.*

Judgments

After the judicial officer hears evidence from both parties regarding the allegations underlying the eviction case, the judicial officer must then decide to dismiss the case or sign a judgment in favor of the landlord or the tenant.¹⁴⁷ Most often – in 74 percent of the cases we observed – the judicial officer signed a judgment in favor of the landlord. Under Arizona law, a writ of restitution may be issued five days after a judicial officer signs a judgment.¹⁴⁸ A writ of restitution is the document that allows a landlord to get a constable to remove a tenant from the premises. A tenant has five days to appeal a judgment after it is signed.¹⁴⁹

Judicial Officers’ Explanations of Judgments

Because of the expedient nature of eviction proceedings, it is important that judicial officers fully explain the process and consequences of an eviction judgment and what the parties can expect to happen after they leave court. However, we generally did not observe judicial officers provide full – or sometimes any – explanations of the law. Below are a couple examples of how judicial officers explained judgments, their consequences, and the end of the eviction process.

- “I do need to sign the judgment today. When your payment comes in and you come to a zero balance, you can ask them to vacate the judgment, and it comes off your record. Your first step is to talk to your landlord. Thank you.”¹⁵⁰
- “You can always ask the management for a post-judgment payment plan. See if they’re willing to do so. It just depends if you have a job and how much you’re willing to put down. That’s one way you can go. If they do that, make sure you make all the payments on time. If you don’t, they can get a writ of restitution the following day and have you locked out. Good luck to you.”¹⁵¹

As illustrated above, some judicial officers only explained part of the post-judgment process and did not make it clear to the tenant that they had been ordered to be evicted from their home. Some judicial officers, however, adequately explained the effects of judgments and took the time to answer questions that unrepresented had about their next steps.

¹⁴⁷ A.R.S. § 12-1178; A.R.S. § 33-1377(F) and (G).

¹⁴⁸ A.R.S. § 12-1178(C).

¹⁴⁹ A.R.S. § 12-1179(A).

¹⁵⁰ Court calendar was observed in 2024.

¹⁵¹ Court calendar was observed in 2024.

I would encourage you to stop by window 2 or 3 before you leave the courthouse so that the eviction clerk can give you a copy of the judgment. If you don't stop there, we will mail it to you. We mail it to the last known address. Whether it gets to you before the writ of restitution, I don't know. That's one reason I would encourage you to stop at window 2 or 3. As it currently stands, by state law, you have until [DATE] to voluntarily return possession of the residence back to the plaintiff. The way you do that, as defined by state law, is by vacating the residence and handing over the keys – you have to do both. If you don't the [DATE] would be the earliest that this court could issue a document called a writ of restitution that would enable the plaintiff to recover possession. Whenever that writ is issued and signed, it then gets handed over to someone called a constable to come out and serve the tenant with it. If the tenant is still in possession – that is they're living there – when they're served with the writ, that is when they would be physically removed from the premises and the locks would be changed. If you think you need some time beyond [DATE] to find someone where else to live and moveout, get that conversation going again [with the landlord], even if you're not of the greatest speaking terms. I recommend you get something in writing and then hopefully that person abides by that commitment. Any questions?¹⁵²

At the end of an eviction hearing, as shown above, it was common to hear a judicial officer tell a tenant to contact their landlord and try to negotiate a post-judgment agreement to reinstate the lease or to set up a payment plan.

Once a judicial officer signs a judgment to evict a tenant, the tenant can only stay in their rental home if the tenant negotiates a new agreement with their landlord. Once they obtain a judgment, the landlord is under no obligation to allow the lease agreement to continue or to accept any amount of money that is less than the full amount of the monetary award. Thus, the instructions provided by judicial officers are misleading and it is conceivable that many tenants left court thinking that they could simply talk to their landlord and stay in their homes or pay off the judgment in payments. While some tenants do successfully negotiate with their landlord, others do not, and the realities of an eviction do not sink in until well after they leave court.

¹⁵² Court calendar was observed in 2025.

Judicial officers must provide clearer information to the parties, particularly to unrepresented tenants, so that they fully understand the contents and consequences of a judgment, and their rights and obligations after they leave court.

Contents of Monetary Judgments

After a tenant leaves court, they are usually left to deal with the judgment. Eviction judgments in Arizona usually have two portions: (1) a judgment for possession and (2) a judgment for a monetary award.¹⁵³ The judgment for possession, if awarded to the landlord, allows the landlord to apply for a writ of restitution and have the tenant removed from the property. The judgment for a monetary award is usually awarded to a landlord if the landlord is seeking payment for past due rent. Even if the tenant moves out of the rental property or negotiates with the landlord to extend their lease, most tenants still must pay the monetary judgment, which usually consists of much more than past due rent.

Monetary judgments can include past due rent, attorneys' fees, and court costs. Also, several judgments we reviewed included notice fees, which is a cost that is charged to the tenant because the landlord or the landlord's agent, like the apartment complex manager, posted a notice on the tenant's door.¹⁵⁴ In addition, many judgments contained a charge for past issued rental concessions that hinder on the tenant maintaining the tenancy for at least one year or however long the lease was for. Below are examples of the itemized judgment amounts in a few cases we observed:

- Rent: \$1,878.25
Late fees: \$322.10
Court costs (\$63.00 filing fee + \$40.00 Process Servicer Fee): \$103.00
Attorneys' fees: \$110.00
Previous balance: \$5.94
Notice fee: \$25.58
Total: \$2,444.87¹⁵⁵
- Rent: \$3,683.12
Late fees: \$488.64
Court costs (\$63.00 filing fee + \$55.00 Process Servicer Fee): \$118.00
Attorneys' fees: \$155.00
Utilities: \$369.56
Notice fee: \$35.63
Parking Income: \$20.00

¹⁵³ See A.R.S. § 33-1377(E)–(G) (2024).

¹⁵⁵ CC2024-0797XX.

Total: \$4,881.31¹⁵⁶

- Rent: \$1,281.63
Late fees: \$244.32
Court costs (\$63.00 filing fee + \$48.00 Process Servicer Fee): \$111.00
Attorneys' fees: \$100.00
Previous balance: \$-455.18
Notice fee: \$25.45
Total: \$1,307.22¹⁵⁷
- Rent: \$5,370.76
Late fees: \$300.00 (Reduced by the court – Originally \$445.00)
Concession Repayment: \$0 (Reduced by the court – Originally \$5,250.00)
Utilities: \$93.62
Transaction Fees: 35.00
Court Costs: \$111.00
Attorneys' fees: \$145.00
Total: \$6,055.38¹⁵⁸

Some judicial officers carefully reviewed the complaints before them and took time to go over the judgments they signed. Many of these judicial officers placed limits on certain fees and costs, including caps on late fees. For example, some courts limited late fee awards to \$300. Other courts limited late fees to \$500. Some courts had policies for when a full rental concession fee could be awarded. For example, in a case involving the nonpayment of rent, the judicial officer observed that lease had expired and, because of that, did not award the landlord payment for a rent concession.¹⁵⁹

Sealing a Case and Setting Aside an Eviction Judgment

Arizona law, A.R.S. § 33-1379, requires courts to seal the records of all cases that are dismissed or that result in a judgment against a tenant.¹⁶⁰ The law also requires courts to seal the records and set aside judgments in cases that result in an eviction judgment against a tenant if the tenant and the landlord submit a joint filing requesting such relief.¹⁶¹ As shown above, judgments can be costly and many low-income households do not have the means to pay a judgment in full. A.R.S. § 33-1379 was signed into law in 2022 and the

¹⁵⁶ CC2024-0351XX.

¹⁵⁷ CC2024-0350XX.

¹⁵⁸ CC2024-0008XX.

¹⁵⁹ CC2024-2115XX.

¹⁶⁰ A.R.S. § 33-1379(A).

¹⁶¹ A.R.S. § 33-1379(B).

intent behind the law was to provide tenants a chance to protect their and their family's economic security and financial well-being.¹⁶² Eviction judgments can have disastrous economic, health, and social impacts on tenants, including whether they are able to rent another apartment or house. Housing instability, in turn, can have negative health impacts and can affect how well children do in school.

A.R.S. § 33-1379 did not exist when MIJ's last eviction study was published in 2020. During the last eviction study, MIJ requested a sampling of case files from each court calendar we observed and, mostly received the case files for the cases requested. MIJ employed the same methodology for the current study, but, in contrast, often were unable to obtain case records for some of the cases requested. This means that the new law is working in Maricopa County. MIJ applauds the courts for implementing the law correctly and protecting the rights and economic interests of tenants and their families.

¹⁶² See H.B. 2485, 55th Leg., 2d Reg. Sess. (Ariz. 2022) (codified at A.R.S. § 33-1379) (stating that the purpose of the new eviction-record-sealing statute is to protect tenants' economic security and financial well-being).

Observations in Pima County and Coconino County

Unlike eviction cases in Maricopa County, eviction cases in Pima County are heard in one consolidated court and in front of one judicial officer. MIJ observed one eviction court calendar in Pima County and saw several notable differences in practices from Maricopa County including the following:

- The judicial officer in Pima County reviewed the contents of each case file and noted the contents on the record.
- The judicial officer in Pima County asked questions of the landlord or the landlord's attorney and required the plaintiff to establish a prima facie case.
- The judicial officer dismissed a case – instead of continuing it – because the landlord failed to file a lease and rental ledger with the complaint as required by the Rules of Procedure for Eviction Actions.

The judicial officer presiding over evictions in Pima County is an attorney and the differences in courtroom procedure may be because they have a more complete understanding of procedural due process and the underlying substantive law.

Although the consolidated eviction court in Pima County generally followed more standard procedures found in other types of courts, it was not perfect and also employed practices commonly found in Maricopa County. For example, the judicial officer routinely told tenants that he “had no discretion” over eviction cases and that little could be done in eviction matters involving nonpayment of rent.

In Coconino County, MIJ observed one court calendar and observed practices that were more in line with the practices we observed in Maricopa County. For example, the judicial officer often deferred to the landlord attorneys in setting continuances and provided landlord attorneys a lot of leeway when they did not strictly comply with requirements pertaining to the notice or the complaint. The judicial officer that we observed in Coconino County was respectful to tenants, asked open-ended questions, and strove to get the parties to come to an agreement in some cases.

The prevalence of certain practices that impede parties' rights across jurisdictions demonstrates the need for state-wide reforms and education.

Recommendations

Arizona’s accelerated eviction timelines, combined with high housing costs, limited affordable housing inventory, and limited access to counsel, heighten the stakes for tenants navigating this process alone. The pandemic demonstrated that eviction is both preventable and profoundly consequential: when policymakers treated housing stability as essential to public health, eviction filings fell to historic lows and millions of renters avoided the disruptive and damaging effects of displacement. As filings exceed pre-pandemic levels, understanding how evictions unfold in Maricopa County- and in Arizona – how tenants experience the legal process, and how courts can ensure fairness is more critical than ever. Recognizing eviction as a driver of health inequity, economic instability, and community harm reframes the issue from a narrow contractual dispute to a central question of justice, public health, and social stability. Thus, it is important that the eviction process is fair and equitable to protect the rights of all parties, including unrepresented tenants.

Based on our observations, we recommend the following changes to Arizona’s eviction process:

1. Arizona must create and fund a state-wide tenant right-to-counsel program. Many jurisdictions across the country have passed right-to-counsel laws, where tenants who meet certain income requirements are eligible to be represented by an attorney, free of charge.¹⁶³ Most landlords have legal representation in eviction matters and most tenants do not. Tenants will not be on equal footing with landlords until they also have attorneys by their sides.
2. Arizona must create and fund a robust state-wide rental assistance program. As illustrated in this report, most eviction cases concern one or two months of owed rent, often due to circumstances out of the tenant’s control. During the COVID-19 pandemic, the federal government provided funding to states, counties, and local governments to create limited rental assistance programs to help individuals and families who had their incomes affected by the pandemic.¹⁶⁴ Overall, the programs in Arizona were successful and helped individuals and families stay in their homes.

¹⁶³ 20 cities (New York City, San Francisco, Newark, Cleveland, Philadelphia, Boulder, Baltimore, Seattle, Louisville, Denver, Toledo, Minneapolis, New Orleans, Detroit, Jersey City, St. Louis, Columbus, OH, Los Angeles City, and Bozeman, MT), 2 counties (Westchester County and Los Angeles County), and 5 states (Washington, Maryland, Connecticut, Minnesota, and Nebraska) currently have a tenant right-to-counsel program. There have been many studies analyzing the positive outcomes of right-to-counsel program. *See e.g.*, Kathryn M. Leifheit et al., *Tenant Right-to-Counsel and Adverse Birth Outcomes in New York*, *New York*, JAMA Pediatrics (Oct. 28, 2024), <https://jamanetwork.com/journals/jamapediatrics/fullarticle/2825403>,

¹⁶⁴ Federal Funding was authorized by the Consolidated Appropriations Act, 2021 and the American Rescue Plan Act of 2021.

3. Arizona must invest in more training for judicial officers on federal and state law governing rental housing and eviction matters, and on fundamental due process rights. This is especially important for Justices of the Peace who have no legal background.
4. Arizona must revise the Arizona Residential Landlord and Tenant Act to extend the pre-filing notice period, the post-filing court schedule, and the post-judgment schedule. Many of the issues in eviction cases could be remedied by slowing down the process. The same extensions must also be applied to the Arizona Mobile Home Parks Residential Landlord and Tenant Act and the Recreational Vehicle Long Term Rental Space Act.
5. Judicial officers must allot adequate time per eviction matter to be able to make all necessary inquiries relevant to the case to and ensure the parties' right to be heard is upheld.
6. Arizona must revise the rules governing continuances to provide judicial officers with more instructions on when a request for a continuance should be granted for "good cause." The revisions should specify that "good cause" can be found if a party needs additional time to prepare for their case or present defenses.
7. Arizona must strengthen its service of process requirements to ensure that all parties are fully apprised of eviction allegations and the dates of court hearings.
8. Arizona must revise the Arizona Residential Landlord and Tenant Act to increase protections for tenant rent payments made via an electronic portal or after-hours hours drop box. Increased protections will help ensure that rent payments made by tenants will be honored. Relatedly, the law should be changed to require landlords to provide an actual contact address to tenants for the purposes of submitting rent payments and for completing service of process and the delivery of notices and demands.
9. Arizona must standardize the information judicial officers provide parties regarding the eviction process, their rights, and post-judgment procedures. This will help ensure that all parties, regardless of what judicial officer oversees their cases, are fully apprised of the laws and rules governing their cases.
10. Arizona must revise the Arizona Residential Landlord and Tenant Act to completely eliminate or at least limit "junk fees" in eviction judgments, including excessive late fees and notice fees.

The above recommended changes to the eviction process will help ensure that all parties are able to have their day and court and may preserve housing for individuals and families.