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2024

Statewide Symposium in Support of Service Members, Veterans & Their Families

April 17-18 | Phoenix, Arizona

arizona coalition
for military families





Challenges & Barriers

Session 3

Housing & Employment:
Understanding Legal Rights &
Responsibilities



Facilitators



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CONNECTION COACH

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Community
Legal Services



Tenant Rights and Responsibilities

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Tenant Rights and Responsibilities

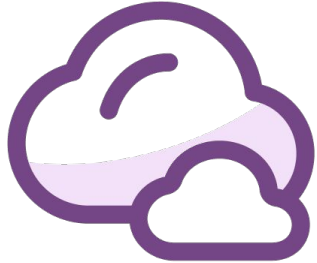
AAA

Pamela Bridge, Esq.

Director of Litigation and Advocacy

Community Legal Services

slido



What do you think the impact of evictions is on families and individuals?

① Start presenting to display the poll results on this slide.

ARLTA, A.R.S. § 33-1301 ET SEQ.

- Arizona Residential Landlord and Tenant Act
 - Download updated versions at www.azhousing.gov
 - Rule of Procedure for Eviction Actions (“RPEA”)
 - Subsidized Housing
 - Landlords and tenants may have additional rights and responsibilities
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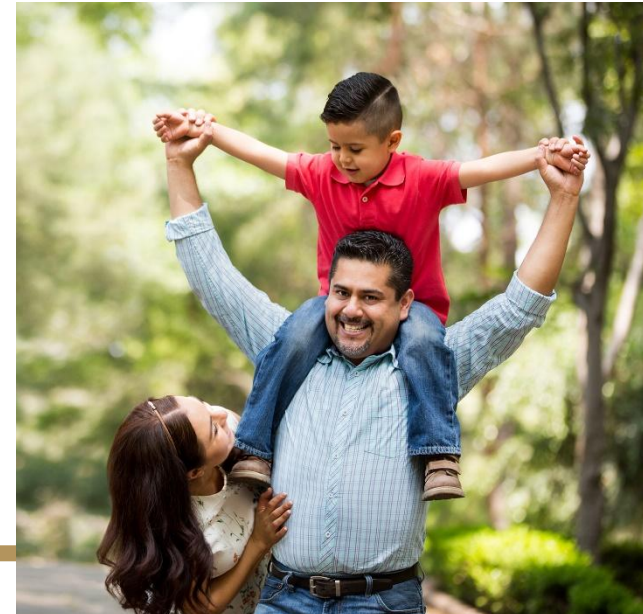
NOTICE!

Security Deposits

- Generally not more than 1.5 times monthly rent
- Refundable unless designated nonrefundable
- Refund – 14 business days
 - Terminate tenancy
 - Deliver possession
 - Demand
- Walk-through
- 60 days to dispute deposit disposition –
- Damages for failure to refund deposit
- *IS NOT A SUBSTITUTE FOR RENT*

TENANT'S REMEDIES FOR LANDLORD'S FAILURE TO MAINTAIN PREMISES

- 10-day notice
 - Material noncompliance by landlord with rental agreement
 - Rental agreement will terminate or can sue if not cured in 10 days
- 5-day notice
 - Landlord failure to maintain fit premises materially affecting health and safety
 - See A.R.S. § 9-1303
 - Rental agreement will terminate if not cured in 5 days
 - See A.R.S. § 33-1361



NONCOMPLIANCE WITH RENTAL AGREEMENT BY TENANT

- Material noncompliance with rental agreement
 - 10-day notice
- Material noncompliance materially affecting health and safety
 - 5-day notice
- Must cure breach in time or rental agreement terminates
- “Noncompliance of same or similar nature during term of the lease”
 - 10-day notice
 - Special detainer action

NONCOMPLIANCE WITH RENTAL AGREEMENT BY TENANT

- Material and irreparable breach that occurs on premises
 - Immediate termination and special detainer action
- Nonpayment of rent
 - 5-day notice
 - Tenant can reinstate lease
 - Special detainer action
- See A.R.S. § 33-1368

NON-RENEWAL OF RENTAL AGREEMENT

- A landlord may properly not renew a lease provided:
 - Not in retaliation
 - There is a non-discriminatory reason
 - A proper notice is provided
- Holdover damages
- A.R.S. § 33-1375

RENT

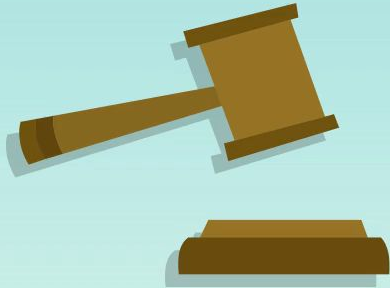
- Due on date set in lease
 - Before complaint is filed, can stop eviction for nonpayment by either paying rent that is due and reasonable late fees stated in lease (regardless of waiver) any amount of rent (without waiver)
 - After complaint is filed, can only stop eviction by paying all rent due, reasonable late fees (stated in lease), attorney's fees and costs.
 - After judgment, sole discretion of landlord.
-

Eviction Process

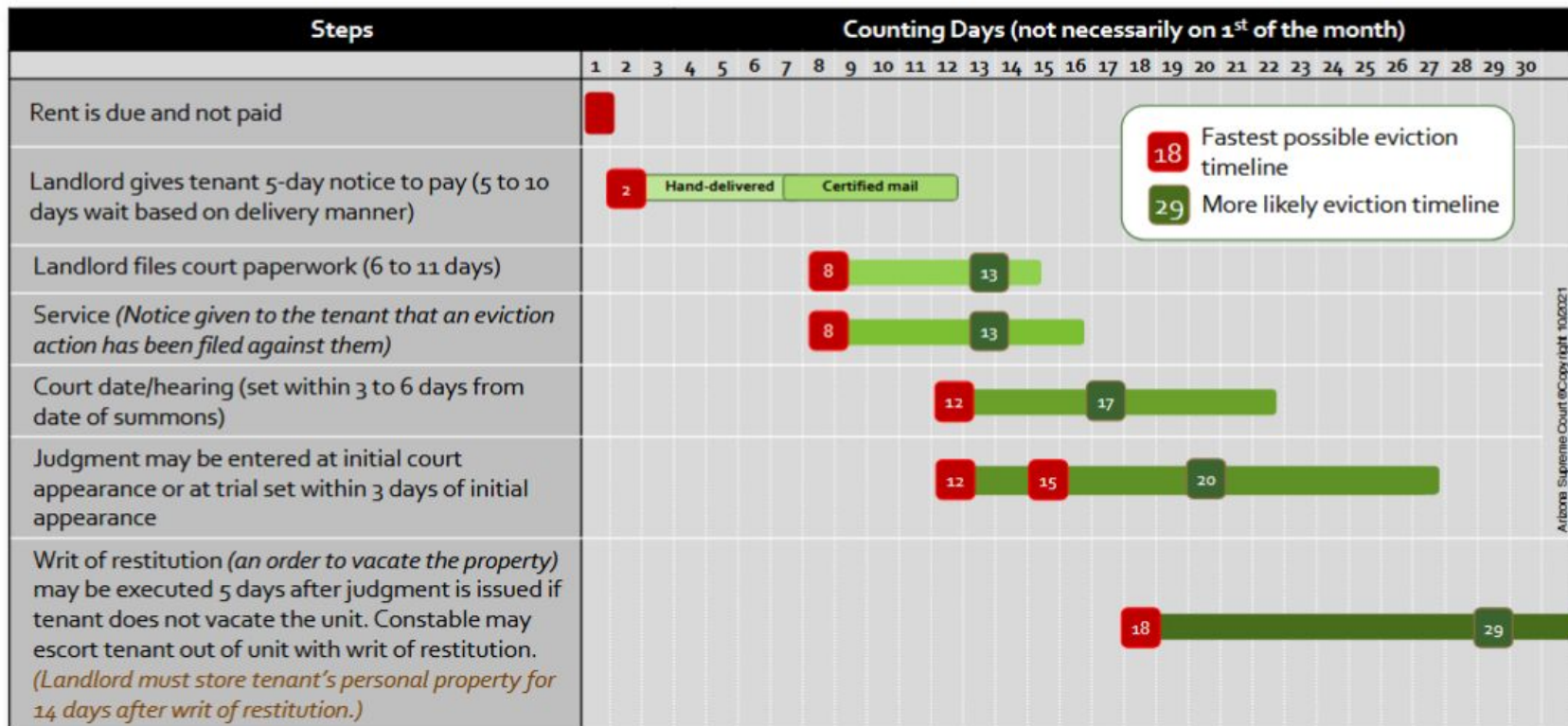
- Notice
 - Summons
 - Service of Process
 - Post & Mail
 - A.R.S. § 33-1377, RPEA, Rule 5(f)
 - Personal Service
 - ARCP 4.1
 - Complaint
 - Residential Eviction Procedures Information Sheet
-
-



Your
landlord is
taking you to
court



TIMELINE FOR NEWLY FILED EVICTION CASES (NONPAYMENT)



Post Eviction

- Appeal from eviction judgment
 - 5 DAYS!!!
 - Supersedes bond & cost bond
 - A.R.S. § 12-1179
- Motion to set aside judgment
 - 60 days or a “reasonable time” depending on the reason
 - RPEA, Rule 15

Subsidized housing is...

- Government sponsored economic assistance programs, usually in the form of rental subsidy (income based)
- Alleviates housing costs and expenses
- For low to moderate income households
- Purpose is to provide safe, decent and affordable housing



HOW TO REACH US BY PHONE/

- ▶ Telephone (602) 385-8880 for nonpayment
- ▶ Telephone (602) 258-3434 for other issues
 - Applications via phone 8am-2pm in Maricopa County
 -
- ▶ www.azlawhelp.org/accesstojustice.cfm
- ▶ www.clsaz.org/



HOW TO REACH US IN PERSON??

- ▶ Wednesdays, 9 to 1, Native Health, 4041 N. Central, Phoenix
- ▶ Fridays, 9 to 12, MesaCAN, 635 E Broadway Roda, Mesa

FOLLOW US

WWW.CLSAZ.ORG

A laptop displaying the Community Legal Services logo on its screen. The logo features a golden scale of justice above the text "Community Legal Services" and the tagline "Advocate. Litigate. Educate." below it. The background of the screen is dark blue with faint images of legal documents and a gavel.

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THANK YOU / GRACIAS



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Questions?





Session Evaluation

We want to hear from you!

