Reset

Mohave County Justice Courts, State of Arizona

SELECT A COURT FROM THE DROP DOWN ARROW AT RIGHT >>>>

CASE NUMBER: _____

_____ _____

_____ _____

_____ _____

_____ _____

Plaintiff(s) Name / Address / Phone Defendant(s) Name / Address / Phone

SUMMONS-EVICTION ACTION

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

1. YOU ARE SUMMONED to appear and answer this complaint in the court named above.

   Trial Date: _____ Time: _____

2. Requests for reasonable accommodation for persons with disabilities should be made to the court as soon as possible.

3. IF YOU FAIL TO APPEAR, a judgment will likely be entered against you, granting the relief specifically requested in the complaint, including removing you from the property.

4. The attorney for the Plaintiff (or the Plaintiff, if the plaintiff does not have an attorney) must be given a copy of your answer and any other pleading you file in this case. The address is:

   _____

   _____

   _____

   _____

Date: _____ _____

Justice of the Peace

CERTIFICATE OF SERVICE

Date Received:_____ Date Served:_____ Time Served:_____

Person Served:_____

Location Where Served:_____

Precinct:_____ County_____

I certify that I personally served this document with exhibit A attached and a copy of the Complaint in this action as stated above and the notice to vacate.

_____

Constable/Process Server

Statement of Costs

Service Fee$_____ Mileage Fee$_____ Other $_____ **Total:$**_____

Revised: 3/25/2009

_____

(Attorney's Name)

_____

_____

(Attorney's Address)

_____

(Attorney's Bar Number)

SELECT A COURT FROM THE DROP DOWN ARROW AT RIGHT >>>>

SELECT A COURT FROM THE DROP DOWN ARROW AT RIGHT>>>

CASE NUMBER: _____

_____	_____
_____	_____
_____	_____
_____	_____
Plaintiff(s) Name / Address / Phone	Defendant(s) Name / Address / Phone

COMPLAINT – EVICTION ACTION ☐ Residential ☐ Mobile Home ☐ Commercial

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

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

2. Any required written notice was served on the Defendant on _____ and was served in the following manner:
_____
A copy of this notice is attached to this complaint.

3. The defendant(s) wrongfully withhold possession of this property from the Plaintiff(s) as indicated below:

☐ **RENT:** Defendant has failed to pay rent. Rent is $_____ ☐ Monthly ☐ Weekly & Due on the _____of each month.
Rent is due and unpaid since: _____ Total of Unpaid Rent $ _____
Late Fees total $ _____ and are calculated as follows:_____
Unpaid Utilities total $ _____ and include the following: _____
Other Fees and Court Costs: _____
Attorney Fees total $ _____ in the event of default by the defendant as permitted by law.
Rent concessions totaling $ _____ Explanation: _____
Explanation:_____
_____

Total amount of rents, late fees, unpaid utilities, other fees, court costs, attorney's fees and rent concessions, any utilities due and unpaid that are due on date of filing is $ ***0.00***

Notice: *If this matter is for nonpayment of rent only and is a residential property/mobile home space; you may contact the Plaintiff/Plaintiff's attorney and may reinstate the lease agreement and cause the eviction action to be dismissed if, prior to the entry of judgment, you pay all the rents due, any reasonable late fees due that are provided for under a written lease agreement, and any court costs and attorney fees that Plaintiff has incurred as of the date the payment is made.*

☐ NON-COMPLIANCE: The Defendant committed, and has failed to remedy, a condition that is a material non-compliance of the rental agreement. Specifically, after receiving a notice to remedy the problem, the Defendant, on the ____ day of _____, 20____ caused or allowed the following condition to occur:_____
_____

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

☐ OTHER: _____
_____

4. The Plaintiff requests a money judgment for the amounts described above.

5. WRIT OF RESTITUTION: The Plaintiff requests the court issue a Writ of Restitution returning the property to the Plaintiffs possession:

   ☐ 5 days from the date of the judgment or

   ☐ 12 to 24 hours from the time of the judgment.
   (Applies to material and irreparable breach only)

6. I declare or certify under penalty of perjury that the foregoing is true and correct.

Executed on: _____ _____
Date Plaintiff Signature

RESIDENTIAL EVICTION INFORMATION SHEET.
(Also Referred to as a Forcible Detainer/Special Action)

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

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

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

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

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

After a Judgment If a landlord receives a judgment, it may apply for a writ of restitution to remove the residents. Writs of Restitution are served by constables, who will direct the residents to leave. A tenant may avoid the difficulties associated with a writ of restitution by vacating the property and returning the keys to the landlord. This ends his or her possession of the residence. If the tenant wants to continue to live in the residence after a judgment has been entered, the tenant will need to obtain the landlord's approval and sign a new lease. A tenant will have five (5) days to vacate the premises unless evicted for criminal activity, in which case the tenant has only twelve (12) to twenty-four (24) hours to vacate. A judgment will probably appear on a tenant's credit report for several years. Parties wishing to appeal from a judgment have five days to do so after the judgment is entered and can obtain forms and information from the court filing counter. If a tenant wants to remain in the rental home during the appeal, the tenant must also pay a "supersedeas bond" to suspend the judgment while the case is being reviewed. If the tenant prevails the court will dismiss the case.

Sources of Additional Information You can get copies of the Arizona Residential Landlord Tenant Act, the Arizona Mobile Home Parks Residential Landlord and Tenant Act and the Long Term Recreational Vehicle Rental Space Act from a library or from the Secretary of State's office or web page: www.azsos.gov . In Mohave County if you wish to consult an attorney, you may want to contact the Arizona State Bar Attorney Referrals Line at (602) 257-4434 or Community Legal Services at (928) 681-1177. Contact the court in other counties for similar referrals.

Revised: 3/25/2009