

IN THE
ARIZONA COURT OF APPEALS
DIVISION TWO

AH4R-AZ11, LLC,
Plaintiff/Appellee,

v.

LAURE ALTENES,
Defendant/Appellant.

No. 2 CA-CV 2013-0103
Filed November 27, 2013

THIS DECISION DOES NOT CREATE LEGAL PRECEDENT AND
MAY NOT BE CITED EXCEPT AS AUTHORIZED BY APPLICABLE RULES.

NOT FOR PUBLICATION

See Ariz. R. Sup. Ct. 111(c); Ariz. R. Civ. App. P. 28(c).

Appeal from the Superior Court in Pinal County
No. S1100CV201300988
The Honorable Bradley M. Soos, Judge

AFFIRMED

COUNSEL

DeConcini McDonald Yetwin & Lacy, P.C., Tucson
By Steven J. Itkin and Sesaly O. Stamps
Counsel for Plaintiff/Appellee

Laure Altenes
In Propria Persona

MEMORANDUM DECISION

Presiding Judge Kelly authored the decision of the Court, in which Judge Espinosa and Judge Eckerstrom concurred.

K E L L Y, Presiding Judge:

¶1 Laure Altenes appeals from the trial court’s judgment in favor of AH4R-AZ11, LLC in its action for forcible detainer. She argues the court erred by awarding AH4R-AZ11 damages for unpaid rent, costs, and attorney fees. We affirm.

Factual and Procedural Background

¶2 We view the facts in the light most favorable to upholding the trial court’s judgment. *See Lewis v. Pleasant Country, Ltd.*, 173 Ariz. 186, 188, 840 P.2d 1051, 1053 (App. 1992). In April, 2013, AH4R-AZ11 filed a forcible detainer action against Altenes. The complaint alleged, in relevant part: (1) AH4R-AZ11 had acquired legal title to certain real property on September 27, 2012 through a foreclosure action, (2) Altenes currently occupied the property and claimed to have entered into a lease agreement with the previous owner, but had not provided a copy of that lease to AH4R-AZ11, (3) on April 8, 2013, AH4R-AZ11 had notified Altenes of her default for non-payment of rent and its intent to terminate the tenancy if the amount due was not paid, and (4) Altenes had not responded to the notice. AH4R-AZ11 requested a finding of forcible detainer, restitution and possession of the property, unpaid rent from October 2012 through April 2013,¹ and its attorney fees and costs.

¶3 At a hearing on June 3, Altenes stated she no longer was living on the property and did not dispute AH4R-AZ11’s claim that

¹At the subsequent hearing, AH4R-AZ11 extended its claim for unpaid rent through June 2013 and clarified that the requested amount was based on the fair rental value of the property.

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it was entitled to possession, but challenged its claim for damages. She testified she had last paid rent to the previous owner in April 2012, she had been told she no longer had to pay rent because the owner had failed to care for the property, and she did not know until April 2013 that the property had been sold. The trial court found all the allegations in AH4R-AZ11's complaint were true and ordered Altenes to pay unpaid rent, court costs, and attorney fees. This appeal followed.

Discussion

¶4 Altenes argues (1) the court “award[ed] damages to [AH4R-AZ11] just because they purchased a foreclosed home,” (2) AH4R-AZ11 did not attempt to take possession or verify occupancy for seven months after purchasing the property, and (3) “it should not [have been] assumed [she] maintained possession during the period of time [for which] damages were awarded.”

¶5 The argument section of Altenes's opening brief is less than a page, lacks any citation to authority, and fails to develop her arguments or identify any error committed by the trial court. For example, although she states AH4R-AZ11 did not “take possession or verify occupancy for seven months,” she does not allege that fact would preclude a court's finding of forcible detainer or damages; to the extent this argument is implied, she has not provided the court any authority that would support her proposed rule. For these reasons, she has waived her arguments on appeal. *See* Ariz. R. Civ. App. P. 13(a)(6); *Polanco v. Indus. Comm'n*, 214 Ariz. 489, n.2, 154 P.3d 391, 393-94 n.2 (App. 2007) (failure to cite relevant supporting authority and to develop argument waives it on appeal). And although Altenes argues in her reply brief that she complied with Rule 13 by setting forth her “contentions,” the rule also requires that she state her “reasons therefor, with citations to the authorities, statutes and parts of the record relied on.” Ariz. R. Civ. App. P. 13(a)(6); *see also In re Aubuchon*, 233 Ariz. 62, ¶ 6, 309 P.3d 886, 888-89 (2013) (reviewing court not required to search for “needle in the haystack”; arguments not supported by adequate explanation, citations to record, and authority waived).

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¶6 To the extent Altenes’s argument that “it should not be assumed [she] maintained possession during the period of time [for which] damages were awarded” constitutes an adequate argument that there was insufficient evidence she had occupied the property from October 2012 to June 2013, we reject the argument on its merits. We will uphold a trial court’s factual findings unless they are “clearly erroneous or unsupported by any credible evidence.” *SDR Assocs. v. ARG Enters., Inc.*, 170 Ariz. 1, 4, 821 P.2d 268, 271 (App. 1991). Altenes’s testimony clearly implied she had occupied the property since AH4R-AZ11 had purchased it. And although she stated at the hearing that she had vacated the property, at no point did she suggest she had done so before that date or contest the dates AH4R-AZ11 proposed in calculating its damages.

¶7 Altenes also raises a number of new arguments and theories in her reply brief, including an argument that the trial court’s award of costs and attorney fees was improper. Because they are raised for the first time in a reply brief, we decline to address them. *See Romero v. Sw. Ambulance*, 211 Ariz. 200, n.3, 119 P.3d 467, 471 n.3 (App. 2005).

Disposition

¶8 For the foregoing reasons, the trial court’s judgment is affirmed. AH4R-AZ11 requests its attorney fees on appeal. In our discretion, we deny its request. *See Orfaly v. Tucson Symphony Soc’y*, 209 Ariz. 260, ¶ 28, 99 P.3d 1030, 1037 (App. 2004).