

## **NOTICE TO THE BAR**

### **LANDLORD TENANT – REPORT AND RECOMMENDATIONS OF THE JUDICIARY SPECIAL COMMITTEE ON LANDLORD TENANT – PUBLICATION FOR COMMENT**

The Supreme Court invites written comments on the attached Report and Recommendations of the Judiciary Special Committee on Landlord Tenant (“Special Committee”).

In March 2021, Chief Justice Stuart Rabner established the Special Committee, with Acting Administrative Director of the Courts Glenn A. Grant as chair and Burlington Vicinage Assignment Judge Jeanne T. Covert as vice-chair. The Special Committee brought together advocates for individuals who rent their homes, as well as attorneys who represent corporate landlords and smaller landlords. Key associations, including Legal Services of New Jersey, the New Jersey State Bar Association, the New Jersey Apartment Association, and a group of housing advocates, designated members to represent the interests of all parties in landlord tenant proceedings.

The need to reexamine and reform landlord tenant did not arise with the ongoing COVID-19 crisis. Rather, the current unparalleled emergency triggered the suspension of residential evictions and nearly all landlord tenant trials. In so doing, the public health emergency imposed a pause that enabled judges, attorneys, court staff, and advocates to take a step back and consider the landlord tenant docket not as it has been for decades, but for how it could be for the future. To that end, the COVID-19 pandemic amplified the growing call to reform landlord tenant, as referenced in the Supreme Court’s July 16, 2020 Action Plan for Ensuring Equal Justice.

At the request of the Chief Justice, the Special Committee convened to review and refine a number of preliminary proposals originally drafted by internal Judiciary groups. The Special Committee ultimately proposed 18 recommendations to improve landlord tenant processes not only during COVID-19 but beyond.


The attached report sets forth the Special Committee’s recommendations in the sequence of landlord tenant events: Filing; Before Trial; Trial and Judgment; and Post Judgment, followed by Ongoing Reforms. It includes proposed amendments to Court Rules, new and revised court forms, new and improved court processes, and recommended informational materials.

Please send any comments on the Report and Recommendations of the Judiciary Special Committee on Landlord Tenant in writing by May 21, 2021 to:

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Comments on Report of the Judiciary Special  
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Comments may also be submitted via email to: [Comments.Mailbox@njcourts.gov](mailto:Comments.Mailbox@njcourts.gov).

The Supreme Court will not consider comments submitted anonymously. Thus, those submitting comments by mail should include their name and address (and those submitting comments by email should include their name and email address). Comments are subject to public disclosure upon receipt.

  
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Hon. Glenn A. Grant, J.A.D.  
Acting Administrative Director of the Courts

Dated: April 21, 2021



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# MAINTAINING OUR COMMUNITIES

REPORT OF THE JUDICIARY SPECIAL  
COMMITTEE ON LANDLORD TENANT

Submitted by:  
GLENN A. GRANT, J.A.D.  
Acting Administrative Director of the Courts  
Chair, Special Committee on Landlord Tenant

## REPORT AND RECOMMENDATIONS OF THE SPECIAL COMMITTEE ON LANDLORD TENANT

Housing stability is one pillar of our society. Even a temporary loss of housing triggers other consequences: loss of employment, interruption in education, and strained or broken connections with family, friends, and community. The importance of housing underlies public and private efforts to support individuals, and businesses, in maintaining their places of residence and operation. Property owners rely on steady rental payments to meet debt obligations, pay property taxes, and maintain and operate buildings. Government relies on such payments to fund public operations and maintain the quality of neighborhoods. To support housing stability, a court system must handle eviction actions in a manner that is fair to all parties, with appropriate procedural safeguards and reasonable timeliness to resolution.

More than 1 in 3<sup>1</sup> New Jersey residents rent rather than own their homes. Accordingly, stability in rental housing and strength in the court processes that resolve eviction actions is critical to the welfare of individual tenants and landlords and our communities.

The unprecedented COVID-19 pandemic already has had a profound effect on landlords and tenants in New Jersey, prompting a moratorium on residential evictions and the suspension of most landlord tenant trials. These challenges, however, have also yielded unexpected opportunities, including the chance to reexamine longstanding court practices and procedures and to innovate improved options for the future. The need for reform is overwhelming, and the timeframe for developing and implementing change is narrow.

Today, tenants and landlords face the triple threat of the COVID-19 pandemic, a severe economic downturn that has disproportionately affected certain segments of society, and the unknown long-term consequences of an extended moratorium on residential evictions. The New Jersey Judiciary faces the additional challenge of providing a neutral forum for the fair resolution of disputes while

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<sup>1</sup> United States Census Bureau, Quick Facts, New Jersey 2019, available at: <https://www.census.gov/quickfacts/fact/table/NJ/HCN010212>.

managing the growing number of aging, pending cases – plus an expected 194,000 additional cases in the coming year.

Taken together, these factors magnify the longstanding need for a comprehensive reexamination and reimagination of the landlord tenant process in New Jersey. The result must be a process that both provides appropriate procedural safeguards and maintains appropriate timeliness from filing to disposition. The Judiciary must prioritize neutrality, transparency, and access so as to safeguard the rights of all parties, including those who navigate the court process without legal representation. The courts must maintain efficiency and bolster procedural supports so that all attorneys and parties have options to resolve matters via settlement or judicial determination.

This report addresses these interrelated objectives. Of equal if not greater importance, it reinforces and advances the Judiciary’s commitment to fairness and equity in the administration of justice.

## **JUDICIARY SPECIAL COMMITTEE ON LANDLORD TENANT**

In March 2021, Chief Justice Stuart Rabner established the Special Committee on Landlord Tenant to reimagine all aspects of the landlord tenant process in New Jersey. Acting Administrative Director of the Courts Glenn A. Grant served as chair of the Special Committee, with Burlington Vicinage Assignment Judge Jeanne T. Covert as vice-chair. The Special Committee brought together tenant advocates, landlord representatives, judges, and court staff, to share diverse perspectives and new ideas to address urgent needs and to build the foundation for lasting improvements.

By design, the Special Committee included dedicated advocates for individuals who rent their homes, including in areas of the state in which housing challenges existed even before COVID-19. It involved attorneys who represent corporate landlords as well as smaller landlords for whom the extended eviction moratorium threatens severe economic consequences. The potential fallout of this crisis could also have devastating long-term consequences for the stability of many New Jersey communities for years to come without some mitigation. Key associations, including Legal Services of New Jersey, the New Jersey State Bar Association, the New Jersey Apartment Association, and a group of housing

advocates, designated members to represent the interests of all parties in landlord tenant proceedings. Judges and vicinage and central office court staff with expertise in landlord tenant also provided insights on case management and court processes, including electronic filing systems and technological supports.

The Special Committee collaborated to review and refine a number of preliminary proposals. It endorsed 18 recommendations to improve landlord tenant processes not only during the ongoing COVID-19 pandemic but beyond. Those recommendations are categorized in the sequence of landlord tenant events: Filing; Before Trial; Trial and Judgment; and Post Judgment, followed by Ongoing Reforms. This report presents those recommendations, including proposed amendments to Court Rules, new and revised court forms, new and improved court processes, and recommended informational materials.

## **ACKNOWLEDGMENT**

The Special Committee convened for its inaugural meeting on March 11, 2021, only a few days after the untimely death of Melville “De” Miller, who led Legal Services of New Jersey for half a century. He was a lawyer, leader, champion, and a relentless advocate for the frequently unheard voices in our society. Over the course of his irreplicable career, Mr. Miller raised awareness of the myriad challenges that face individuals who live in or on the margins of poverty, including tenants who are overburdened with disproportionate rental obligations and small landlords whose livelihood also is vulnerable to unexpected emergencies. The Special Committee took inspiration from Mr. Miller’s legacy of public advocacy and service and commenced its work with a promise to dedicate the same passion and spirit of cooperation to improve landlord tenant processes in New Jersey.

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## EXECUTIVE SUMMARY

The landlord tenant process as recommended by the Special Committee would function substantially differently from the landlord tenant process of the pre-pandemic past. In various ways, the landlord tenant docket would operate fundamentally differently than before, including by incorporating differentiated case management concepts:

- Trained court staff would be responsible to conduct early, enhanced review of complaints and attachments, including new case information statements;
- Landlords would be required to file and serve a copy of the lease and registration statement before the first court event;
- Court events, including conferences and trials, generally would be conducted using remote technology, with options for parties to use courthouse technology rooms to participate;
- Case management conferences would be scheduled before the trial date, with incentives for both parties to appear as well as consequences for non-appearance by either party;
- Trained court staff would conduct case management and settlement conferences before the trial date, including to identify issues and facilitate resolution and to connect parties with rental assistance and legal resources;
- Cases that do not resolve in advance would be scheduled for mandatory settlement conferences with trained settlers on the trial date;
- Communication would be improved at each stage of the process – starting with comprehensive written materials served on both parties and proceeding through issuance of written judgments for possession that explain the basis for the court’s decision and the post-judgment process; and
- Court Rules and Judiciary forms would be amended as necessary to implement the above changes.

Consistent with its charge, the Special Committee has developed and offered a package of reforms, each of which individually addresses a specific need or gap, and all of which together begin to address the global concerns of the landlord tenant docket. For a visual illustration of how those reforms would function together, see the workflow and timeline (from filing through trial) included as Attachment Q.

## **FILING**

**Recommendation 1: Landlords should be required to submit a Landlord Case Information Statement (LCIS). That LCIS would capture pertinent information and would support case management and efficient, early review by staff.**

The creation of an LCIS would capture information in a standardized format at the outset of the case. It would help guide an enhanced initial review of cases for purposes of differentiated case management. The LCIS would be available for use at all stages of the case to aid settlement and resolution efforts.

The introduction of a LCIS to be submitted by the plaintiff-landlord would assist the court in preparing a case for final disposition. The Judiciary's electronic filing and case management system would generate the LCIS, which also would be available in an alternate format for individuals filing on paper. The new LCIS would capture information that could be used by court staff to facilitate early identification of key issues, to triage cases. The LCIS also would be available for reference during landlord tenant case management and settlement conferences.

The Special Committee anticipates that the LCIS would be required for the more than 50,000 pending landlord tenant cases. Landlords should be provided advance notice and sufficient time to submit this new document for those filed cases. For new cases, the LCIS would be submitted at the time of filing the complaint. A case management conference would not be scheduled until the LCIS is filed.

The landlord or landlord's attorney would certify to the accuracy of the information contained in the LCIS, and the document would be included as part of the case file. It would be accessible to the court and all attorneys or parties of

record. Statements on the LCIS might be admissible as evidence in the instant case or a related proceeding.

The LCIS would facilitate the Judiciary's objective in establishing a comprehensive but brief reference tool for use by staff in assessing and managing cases early in the process. Further, the LCIS would enable the Judiciary to more easily collect data, including the type of tenancy actions (e.g., type of holdover case, subsidized housing) and geographic information. The recommended LCIS is included as Attachment A.

**Recommendation 2: Tenants should complete a Tenant Case Information Statement (TCIS). The TCIS would use plain language questions to solicit and capture key information. It also would contain a section for an optional narrative.**

The current landlord tenant process does not provide for a pretrial submission by the tenant. Infrequently tenants provide written submissions to the court. The creation of a tenant CIS would enable a tenant to provide information that the court – and the landlord – would not otherwise have in the initial stages of the case.

The Special Committee recommends a TCIS that could be electronically or otherwise filed by a tenant early in the case process. For pending cases, the TCIS would be permitted rather than required, meaning that a tenant's failure to file a TCIS would not prevent the scheduling of initial court events. The TCIS could be required prospectively, after sufficient time to announce this change in process and to develop and post instructional materials about how to complete and file the document.

Like the LCIS, the TCIS would contain information that court staff could reference in case management and settlement conferences. An electronically filed submission immediately would be transmitted via the Judiciary efile system to all parties to the case so as to inform the plaintiff-landlord at an early stage of the tenant's position as to key facts (e.g., condition of rental property). If a tenant does not initially submit the TCIS, the document could be accepted at the case management conference.

The tenant or tenant's attorney would certify to the accuracy of the information contained in the TCIS, and the document would be included as part of the case file. It would be accessible to the court and all attorneys or parties of

record. The document is drafted so as to not request that the tenant make admissions related to the case. Rather, the TCIS allows for an optional tenant statement to provide the court with any information that the tenant would like the court to know.

The TCIS would provide an early opportunity for tenants to articulate their view of or response to key facts alleged in the complaint. The information set forth on the TCIS and shared at subsequent pretrial events would for the first time enable a landlord and the court to discover the tenant's position before the trial date. The TCIS also would facilitate case management and settlement efforts by the Judiciary. The recommended TCIS is included as Attachment B.

**Recommendation 3: The Judiciary should implement a process for enhanced, initial review of landlord tenant complaints. The Judiciary would commit additional resources to support this process.**

Legal staff should preliminarily review complaints and required attachments for legal sufficiency. These trained staff members would work from a prescribed checklist to review all pending and newly filed complaints for jurisdictional allegations and filing deficiencies. Staff would notify landlords of identified filing deficiencies and provide an opportunity to cure.

To assist the courts in processing the projected avalanche of LT complaints, the Judiciary must commence enhanced review of pending landlord tenant complaints as soon as practicable. To support that process, landlords should be required to file the LCIS within 45 days (of the effective date of the Court's adoption of a new Rule). When a case is ready to be scheduled for a case management conference, if the required LCIS has not been filed, a deficiency notice would be issued.

Landlord tenant complaints at present are reviewed for sufficiency in accordance with Rule 1:5-6 (e.g., presence of signature, representation by an attorney where required, payment of appropriate filing fee). The recommended review would cover more substantive areas with respect to legal sufficiency such as statutory jurisdiction so that potential deficiencies are identified and remedied as early as possible. This early, enhanced review would not prevent parties from raising any issues – including as to jurisdiction or other potential factual disputes – before or at trial.

The Special Committee assisted in the development of a checklist to be used by legal staff who conduct the enhanced review of complaints and attachments. The LCIS (see Recommendation #1) would be consulted during this review. The Special Committee expects that the initial checklist may be refined based on early experiences.

## **BEFORE TRIAL**

**Recommendation 4: The Judiciary should expand opportunities for resolving landlord tenant cases before trial by establishing a Landlord Tenant Legal Specialist (LTLS) Program. The program would include trained legal staff to conduct required case management conferences, confidential settlement conferences, and other administrative functions that support judicial functions.**

The LTLS program would enhance due process protections for parties, provide assistance in processing existing and newly filed LT cases, and facilitate court disposition of cases in a fair and efficient manner. LTLS duties would include reviewing pleadings, conducting conferences, collecting case related information, reviewing post-judgment applications, and otherwise preparing cases for adjudication. LT legal specialists also would assist parties by connecting them with rental assistance and legal resources.

The Judiciary has committed to allocating necessary resources to address the tens of thousands of pending complaints and the hundreds of thousands of new complaints anticipated post-pandemic based on statistical projections. The Judiciary must supplement existing resources so as to ensure that the rights of all parties – both landlords and tenants – are protected. One important step in that process would be the hiring of new legal staff to provide pre-judicial support and case management.

The Special Committee strongly supports the addition of trained legal specialists to serve as LT legal specialists during the immediate and ongoing crisis expected to unfold after the conclusion of the moratorium on residential evictions. Without the added support of trained LT legal specialists, the existing number of

aging, pending cases and the anticipated influx of new filings would overwhelm available resources.

LT legal specialists would function in a manner similar to high-level administrative staff in other dockets, including Child Support Hearing Officers and Domestic Violence Hearing Officers. Like those established categories of court staff, LT legal specialists would meet with attorneys and parties for prescribed events, including to memorialize the terms of agreements on the official record. While LT legal specialists would bring information and case management recommendations to the attention of the judge, they would not be authorized to make final decisions or to enter orders or judgments. LT legal specialists would not perform judicial functions.

**Recommendation 5: All landlord tenant cases should be scheduled for required case management conferences. LT legal specialists should conduct these required conferences in a virtual format to the greatest extent possible. At the conference, the LTLS would solicit information about the case, reduce to writing asserted claims and defenses, and refer parties to available rental assistance and legal resources. The LTLS also would facilitate the parties in proceeding immediately to a settlement conference whenever possible.**

Case management conferences would serve as a tool to prepare cases for trial. LT legal specialists would identify and record relevant issues and would communicate valuable information to the parties. The court would issue notices to both parties regarding the conference at least 10 days before the scheduled conference date. Notices would be sent by mail and, where possible, electronically.

Unlike other civil dockets, the existing landlord tenant process does not include any scheduled court event before the trial date. The Special Committee recommends that case management conferences be scheduled in all cases (residential and commercial) to support efficiency and tailored case management and to provide an early opportunity for resolution.

The Special Committee recommends maximizing the utility of each appearance by attorneys and parties. Accordingly, landlords with multiple cases would be scheduled in “block” format so as to promote efficiency wherever possible. Moreover, when both parties appear for and participate in a case management conference, LT legal specialists generally would offer the option of

proceeding immediately to a virtual settlement conference with an LTLS or other neutral settlor rather than scheduling a separate future event. The LTLS would explain the difference between the case management conference (which primarily involves the collection of information that is included in the case file) and a settlement conference (which would conform to principles of Alternative Dispute Resolution, including that the statements made by parties during settlement discussions would not be shared with the court).

As impartial facilitators of court processes, LT legal specialists would inform landlords and tenants of the options for case resolution but would not pressure either party to settle. All parties always would retain the right to proceed to trial.

In recognition of and response to the digital divide<sup>2</sup>, parties and even attorneys would be offered the opportunity to use on-site technology rooms and complimentary wi-fi within courthouse buildings to attend and participate in virtual conferences. If circumstances render virtual participation impractical, case management conferences also could be conducted in person, telephonically, or in a hybrid format (e.g., the landlord and attorney could participate virtually while the tenant and attorney are in person).

The Special Committee recommends use of a Case Management Conference Information Sheet, which would be completed by the LTLS. The information sheet would include the LTLS's report as to each party's position, including any defenses asserted by the tenant and responses by the landlord. Based on their review of the pleadings and discussion with the parties, the LTLS also would offer suggestions to the court, including as to next events.

The recommended Case Management Conference Information Sheet is appended as Attachment C. This information sheet would be uploaded to the case jacket and available to the court (judge and designated staff) and attorneys and parties of record.

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<sup>2</sup> The COVID-19 pandemic has intensified focus on the "digital divide" in society. The digital divide in general refers to the disparity in technological resources available to individuals based on personal circumstances. The Judiciary is attuned to the effects of the digital divide in the context of court operations and is committed to ensuring that all parties can access and participate in court events, including when those events are conducted in a virtual format.

**Recommendation 6: The landlord should be required to submit a copy of the lease, the landlord’s registration statement (if applicable), and a certification of the landlord’s lease and registration statement before the case management conference.**

Submission of a copy of the parties’ lease as well as a copy of the landlord’s registration statement would be required at least five days prior to the conference. These documents would assist the LTLS in preparing the case for trial, engaging in meaningful discussions with the parties, and assessing ripeness for settlement.

Historically in New Jersey, the plaintiff-landlord has not been required to submit the lease or registration at the time of filing or any point thereafter. The Special Committee recommends that those documents should not be required at the time of filing the complaint.

The Special Committee recommends that the landlord be required to file the lease and registration statement at least five days before the mandatory case management conference<sup>3</sup>. Those documents – the lease and the registration statement – would be uploaded to the electronic case jacket and served by the landlord on the tenant and/or tenant’s attorney.

The lease must be available before the first court event so as to facilitate substantive review of key issues. The LTLS would have the lease and registration statement available for reference during the case management conference, including to confirm (and reflect on the Case Management Conference information sheet) the amount of monthly rent and any other relevant terms. The tenant (and tenant’s attorney) also would have a copy of the lease to consult before the trial date.

Access to the lease and registration statement is critical for cases that are contested and for those that proceed to default and default judgment. In every case, the LTLS would review the lease and registration statement at the time of the required case management conference. Such review would be conducted for cases in which both parties appear and participate in the conference – and also in cases in

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<sup>3</sup> This is an area in which we will be guided by early experience, including as to whether the case management conference should be canceled, or trial would be held in abeyance pending submission of the documents.

which only the landlord's attorney or self-represented landlord appears for the case management conference.

This additional step in the process is intended to support due process for all cases, including those in which the tenant does not participate, and to avoid the improper entry of judgment if a landlord has not established a *prima facie* case. At the same time, this procedural safeguard would protect landlords from the unsubstantiated perception that they are securing relief beyond that to which they are entitled. Although submission and review of the lease and registration would add another requirement to the landlord tenant process, that requirement would provide benefits to all parties and would enhance equity in this critical docket.

**Recommendation 7: Case management conferences should provide benefits to both parties, including options to connect with rental assistance and legal resources. Non-appearance by a party at the required case management conference should have a consequence. At least initially, however, the consequence would not be dispositive.**

- **Landlords and tenants should have incentives to appear at the required case management conference. Among other benefits, parties should have the opportunity to receive information from the LTLS, to share or update information for the case file, to resolve the case when practicable, and to connect with rental assistance, legal, and other resources.**
- **Initially, the consequence for a failure of either party to appear for a case management conference should be a rescheduled conference. The consequence for a failure of either party to appear at the rescheduled conference should be a default for a tenant or dismissal for a landlord.**
- **If one or both parties fail to appear for the scheduled case management conference, a trial notice should be sent (by mail and electronically) to all parties and attorneys. Parties should have the opportunity to appear on the trial date irrespective of a prior non-appearance.**

- **In instances of default entry, applications for entry of judgment for possession may be filed prior to the trial date but should be entertained by the court no sooner than the trial date.**

The Special Committee recommends that notice of required case management conferences should be sent to the parties at least 10 days in advance. The notice scheduling the case management conference should be sent by mail and electronically. To the extent possible, text message reminders also should be issued to the parties and attorneys.

Case management conferences will be more meaningful if there is a consequence for failure to appear because both parties will have an incentive to attend the conference. Accordingly, comparable consequences should be implemented for a party's non-appearance. At least initially, fairness concerns (including lack of familiarity with the new process and challenges associated with connecting to virtual platforms) dictate that the parties first be provided an opportunity to attend a rescheduled conference. Upon a second failure to appear for a properly noticed conference, however, the consequence for a non-appearance should be a default for the tenant or a dismissal for the landlord.

The Special Committee supports the Judiciary's commitment to electronic notification of court events whenever possible and would promote the use of such notices for landlord tenant case management conferences. In addition, to support parties in appearing when scheduled, the Special Committee recommends use of text message notification reminders when possible. To limit the amount of time that attorneys and parties need to reserve for these important matters, the notice and text message reminder would specify a window of time when the conference is scheduled to take place.

Default or dismissal for a second failure to appear would be entered against a non-appearing party provided that the mailed notice of the rescheduled case management conference was not returned undelivered.

If only one party appears, the Landlord Tenant Legal Specialist would gather information from that appearing party and would upload the case management conference information sheet to the case jacket. That partially completed information sheet would be accessible to the court (judge and designated staff) and other attorneys and parties of record. If both parties appear for the rescheduled case management conference, the LTLS would complete the unfinished sections of

the information sheet and would upload that new document to the electronic case jacket. If the party that failed to appear for the first scheduled conference fails to appear for the rescheduled conference, then default (for a tenant) or dismissal (for a landlord) would be entered.<sup>4</sup>

If the case is resolved at the case management conference or subsequent settlement conference, trial would not be scheduled. If the case is not resolved after the second case management conference, the case would be scheduled for trial.

Trial notices would be issued (including to a party who has failed to appear at the case management conference) with clear instructions regarding the trial date and the consequence of a failure to appear on the trial date.

In instances of default, the amount of rent due and owing would be calculated as of the date of the case management conference. The plaintiff-landlord would be able to apply for entry of judgment for possession by default and to update the amount due and owing. Any such application would not be considered by the court until the day of trial.

If a defaulted or dismissed party appears on the trial date, the court would administratively vacate the default or reinstate the case. Due to the unique circumstances of the revised landlord tenant process – including the addition of required pretrial events that have not previously existed – the court would implement an administrative procedure for reinstatement of cases (after default or dismissal) on the trial date without the need for any motion or other formal application.

**Recommendation 8: In addition to case management conferences, the LTLS would also conduct settlement conferences, which could immediately follow a case management conference and generally would be conducted virtually.**

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<sup>4</sup> The Special Committee recognizes that early experiences will guide refinement of the case management process, including as to consequences for non-appearance. For example, if only the landlord appears for the first scheduled conference and only the tenant appears for the rescheduled conference, the court as a practical matter would notice both parties for a settlement and trial date. The Special Committee expects and encourages the Judiciary to collect data on appearance and non-appearance rates so as to improve this process based on objective information.

**LTLS authority to review settlement agreements would be limited to: (1) cases with represented tenants; (2) commercial cases; and (3) cases where the parties enter settlement agreements without Consent Judgments for possession. All settlement agreements reviewed by an LTLS would be presented to the court for final review before entry of judgment.**

As noted in Recommendation 5, LT legal specialists as appropriate, would offer attorneys and parties the option to proceed from a case management conference to an immediate settlement conference, so as to avoid unnecessary multiple appearances. Those settlement conferences generally would be conducted virtually rather than in person.

The Special Committee recommends that LT legal specialists have responsibility to conduct settlement conferences. LT legal specialists also can review settlement agreements in certain situations, including, for example, where both parties are represented by counsel. It further recommends that LT legal specialists be authorized to review settlement agreements in certain situations. This authority would enable LT legal specialists in many cases to resolve a case at the parties' first appearance.

If the landlord and tenant (and attorneys, if applicable) appear for the required case management conference, and if the parties indicate willingness to proceed to settlement discussions immediately, then the LTLS could transition from the collection of information to facilitation of settlement, following an appropriate explanation of that transition in roles, as described in Recommendation 5. In appropriate circumstances – specifically (1) cases with represented tenants; (2) commercial cases; and (3) cases where the parties are not entering into a consent judgment for possession – the LTLS could review any agreement<sup>5</sup> reached at the settlement conference.

Trial judges would continue to review, approve, and sign settlement agreements with consent judgments for possession that involve unrepresented residential tenants. In addition, consistent with the plain language of Rule 6:6-4,

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<sup>5</sup> If an unrepresented tenant enters into an agreement that does not authorize the immediate entry of a judgment for possession (but authorizes the entry of a judgment only if and when the landlord certifies to a breach of the settlement agreement), the court would review the matter before entering a judgment at that point. This would enable the LTLS to review and help finalize the settlement at the conference. The court would need to review it only if the landlord later certified a breach and sought a judgment for possession.

judges would continue to review in open court any settlement agreement in which an unrepresented residential tenant agrees to both pay back rent and vacate the property (“pay and go”). Other settlement agreements, including those that involve represented tenants and commercial matters, would not require judicial review. However, because landlord tenant matters are and will continue to be conducted virtually, settlement agreements in any case may be placed on the record as a substitute for obtaining the signatures of parties on a written document. In all cases, a written settlement agreement still will be provided to the parties.

**Recommendation 9: Appendix XI-V “Consent to Enter Judgment (Tenant Remains)” should be revised to allow for selection by the parties of one of two options: (1) immediate entry of judgment for possession; or, alternatively, (2) entry of the judgment only after receipt of the landlord’s certification of breach of the settlement, along with a date for automatic dismissal of the case if the landlord does not certify to such a breach.**

The “Consent to Enter Judgment (Tenant Remains)” form is included as Appendix XI-V to the Rules of Court. The current version of the form provides only one option: for immediate entry of judgment for possession. The form should be expanded to enable parties to agree to entry of the judgment only after breach where the landlord certifies to a breach of the settlement agreement.

The Special Committee supports expansion of Appendix XI-V so as to encourage settlement by including the option that the entry of judgment for possession would only take place after certification of breach of the settlement. This is a benefit because the entry of judgment itself may have a negative consequence on an individual’s credit and their ability to obtain a new rental property in the future.

In practice, parties already can modify the existing form to provide for entry of judgment only upon certification of breach of the settlement. However, the form as currently available does not suggest or encourage that alternative, which members believe is appropriate in some cases. Accordingly, the recommendation is to revise the form to retain the existing option and to add as a new alternative an agreement for future entry of judgment upon certification of breach.

The Special Committee notes that the inclusion of two options on the form also would support data collection and analysis, including as to the numbers and percentages of cases that resolve by settlement with immediate entry of judgment versus with judgment only in the event of breach. The Judiciary also could measure and track trends in the numbers and percentages of cases in which the landlord returned to court because the tenant breached the terms of an agreement, as well as those in which the matter was dismissed.

The Special Committee supports a further modification to the form to include a date certain by which the landlord would have to notify the court that the tenant had not satisfied the settlement terms. In the event the landlord did not apply for entry of judgment for possession by that date, the judgment automatically would be vacated. While on its face this additional modification appears minor, the impact in practice could be substantial. It would provide transparency as to the timeframe when the settlement agreement remains open and subject to potential court action. It also would eliminate the need for either party (landlord or tenant) to inform the court of (i) breach; or (ii) compliance with the terms of the settlement agreement. The Special Committee strongly recommends including a date after which the judgment would be vacated absent further action.

The Special Committee recommends amendments to the Consent to Enter Judgment (Tenant Remains) form included as Appendix XI-V as shown in Attachment D.

**Recommendation 10: Rule 6:6-4 should be amended to clarify that a settlement agreement that provides for entry of judgment for possession against an unrepresented, residential tenant must be written, signed by the parties, and reviewed and approved by the court.**

Rule 6:6-4 currently provides that the court shall review and approve any agreement involving entry of judgment for possession. The recommended additional amendments would clarify that the court must review and approve all settlement agreements that involve unrepresented, residential tenants that involve entry of a judgment for possession.

The Supreme Court in its [July 31, 2020](#) Omnibus Rule Amendment Order adopted amendments to Rule 6:6-4 that clarify that the court must review and

approve all consent judgments. Those amendments were effective September 1, 2020. The rule also provides that in instances where an unrepresented, residential tenant has agreed to both pay rent and vacate the premises, the agreement must be placed on the record in open court.

The Special Committee recommends that Rule 6:6-4 be further amended to clarify that the court must review and approve all agreements that involve unrepresented, residential tenants and include a consent judgment for possession. Rule 6:6-4 does not apply to commercial tenancies. Review of settlement agreements focuses on the voluntariness of the agreement, including to confirm that the parties were not forced or coerced and are not under the influence of medication or otherwise unable to consent.

The Special Committee recommends amendments to Rule 6:6-4 as shown in Attachment E.

## **TRIAL AND JUDGMENT**

**Recommendation 11: After the conclusion of the moratorium on residential evictions and the resumption of all landlord tenant trials, trials should be conducted virtually whenever possible. Required settlement conferences should be scheduled on the trial date.**

- **As in other high-volume dockets, trials should be scheduled in a remote format. The Judiciary should emphasize and encourage remote proceedings to the extent possible.**
- **As necessary, including to support individuals who require reasonable accommodations pursuant to the Americans with Disabilities Act, trials also could be conducted in a hybrid or in-person format.**
- **Required settlement conferences would be conducted by neutral settlers on the day of trial.**

The Judiciary has determined to eliminate crowded “calendar calls” for landlord tenant trials. The elimination of calendar calls for landlord tenant applies to remote and in-person trials. In recognition of the significant rights at stake in

eviction proceedings, landlord tenant trials will be scheduled with increased staff involvement so as to ensure the dignity of the case type and to provide parties with meaningful opportunities to participate and resolve their matters.

The Special Committee recommends staggered scheduling for landlord tenant trials, with the understanding that vicinages may implement staggered scheduling in different ways based on case volume, judge availability, and demand for use of courthouse technology rooms and on-site spaces for in-person matters.

Consistent with the Judiciary’s “remote first” strategy, the Special Committee recommends that all parties and attorneys be afforded the opportunity to appear remotely. In the short-term, remote operations will support public health by minimizing large gatherings that have greater potential to spread the COVID-19 virus. On an ongoing basis, remote participation would inure to the benefit of all participants. It would increase fairness to parties by no longer requiring all-day or in-person court appearances and would minimize burdens to parties, including those attempting to balance competing responsibilities for employment, education, and childcare. As noted above, the court would provide access to technology rooms to enable parties and attorneys to participate as necessary.

The Special Committee acknowledges that in pre-pandemic practice, landlords (and landlord attorneys) and tenants often attempted to resolve matters on the trial date, including, at times, without any involvement of a neutral settlor.

The Special Committee recommends that all landlord tenant cases proceed to a mandatory settlement conference on the trial date – with a neutral settlor available to assist unless the parties specifically request to proceed independently. As always, parties would have the choice to settle or to proceed to trial. Settlers would not pressure parties to settle in lieu of trial.

The consistent availability of trained neutrals to assist in setting cases on the trial date would improve access to justice by bolstering procedural justice in landlord tenant cases. Self-represented parties who otherwise might have attempted to resolve their cases and given up when those efforts proved unsuccessful would have reliable access to third-party neutrals who would provide unbiased information about court processes and assist in resolving cases when appropriate. Parties thus would have a greater opportunity to be heard as to their position and to participate in developing a resolution if possible.

**Recommendation 12: The Harris Announcement should be improved. It should provide specific instructions about the trial and post-judgment process in plain language. The Harris announcement also should be updated to reflect virtual operations and recent legislative enactments.**

In Community Realty Management v. Harris, 155 N.J. 212 (1988), the Supreme Court directed landlord tenant courts to provide information to self-represented tenants before trial through standardized instructions that explain court procedures. The Harris Announcement was created to effectuate the Court's directive. The Harris announcement must be read by the judge when the parties appear for trial and read again for those who appear late. A video can be substituted for the second reading and/or used for counties with large Spanish-speaking populations.

The Special Committee recommends updating the Harris announcement to effectively accomplish its intended goals. The recommendation is to simplify and clarify certain existing provisions so as to make them easier to understand, including for self-represented tenants. In addition, the Special Committee recommends updating and expanding the content of the announcement to align with (1) ongoing remote operations; and (2) recent legislative changes, including those that expand options for post-judgment relief.

The Special Committee recommends that the Harris announcement be conveyed in multiple formats, including by posting the full text on the Judiciary's public website; by continuing to serve a printed version of the document with the notice of trial; and by ensuring that judges communicate the core message of Harris on the trial date. The Special Committee supports appropriate discretion in how the Harris announcement is shared on the trial date. For example, if staggered scheduling is implemented by providing multiple times when cases are listed for trial, then a recording of the Harris announcement might be shown at the start of each of those time blocks. In conjunction with the audio and video presentation, the text of the Harris announcement could be shown on the screen. The Special Committee understands that practices likely will evolve based on early experiences with remote operations in landlord tenant.

Like other resource material posted on the Judiciary's public website and provided to parties in landlord tenant cases, the Special Committee recommends that the Harris announcement include information about the availability of courthouse technology rooms, as well as rental assistance and legal resources.

Lastly, the Special Committee recommends that the Harris announcement be expanded to include information about options for post-judgment relief based on recent legislative changes.

The recommended amendments to the Harris Announcement are shown in Attachment F.

**Recommendation 13: The Judiciary should develop and promulgate a comprehensive “Landlord Tenant Procedures” document to advise parties of the new landlord tenant process. Using plain language, the new document should explain processes from filing through post judgment and provide information about rental assistance and legal resources.**

The reforms recommended by the Special Committee will be most effective and beneficial if all parties are educated about the process at the earliest possible stage. To accomplish this goal, the Judiciary should develop and disseminate a new comprehensive document that explains how landlord tenant operates, starting with filing requirements (including the new Case Information Statements and subsequent responsibility for the landlord to submit the lease and registration) and continuing through options for resolution before trial (including the mandatory nature of case management conferences and the potential for entry of default or dismissal for non-appearance). The Landlord Tenant Procedures form also should reiterate key information about trial, judgment, and post-judgment protocols as set forth in the improved Harris Announcement.

The Special Committee recommends development and distribution of a new Landlord Tenant Procedures form that would explain the court process from start to finish. The new form would be posted on the Judiciary’s public website and served (by mail and personal service) along with the complaint and summons. In addition to an explanation of court processes, the Special Committee recommends that the Landlord Tenant Procedures form include links to rental assistance resources and contact information for tenants to obtain legal representation and assistance. The new informational Landlord Tenant Procedures form would be provided in hard copy to tenants in pending cases (and new filings) and also would be transmitted (in hard copy or electronically) to landlords.

The recommended new Landlord Tenant Procedures form is included as Attachment G.

**Recommendation 14: Rule 6:3-4 should be amended to set forth a standard for the posting of a deposit where a tenant seeks an adjournment of the trial in order to raise and advance a Marini (habitability) defense.**

- **The rule should establish a presumption that a tenant would be required to post with the court a deposit of fifty percent (50%) of the base rent in order to obtain an adjournment.**
- **Either party could rebut that 50% presumption based on the facts presented to the court.**
- **In all cases, the court should retain discretion to adjust the amount and deadline for depositing funds.**
- **The court should be required to place on the record the amount due; the deadline for payment; and the basis for its determination.**

In current practice, tenants who raise a habitability claim at the time of trial may be required to post an amount of money with the court in order to obtain an adjournment and new date for trial. This process historically has protected against non-meritorious claims that might be raised for the purpose of delay. The proposed interlocking improvements to landlord tenant processes should substantially reduce the frequency of such last-minute habitability claims (and requests for adjournment). When these situations do arise, however, further guidance should be provided to support consistency and fairness.

Prospectively, tenants would have a number of opportunities to raise as an affirmative defense that the landlord has breached the implied covenant of habitability. Before the case management conference, the tenant would be permitted to indicate on the Tenant Case Information Statement if the condition of the property makes it difficult to reside there. At the case management conference, the LTLS would review the written submissions and ask questions of the parties, and the tenant again would have a chance to inform the court – and the landlord – of any claims as to habitability. If the tenant raises a question as to habitability, the LTLS would explain court procedures, including to clarify that the tenant is

responsible to prove lack of habitability with admissible evidence, and also that a deposit may be required if the trial date is adjourned so as to provide time for a hearing on habitability.

The Special Committee anticipates that these interrelated changes to landlord tenant processes would support greater understanding by all parties of the requirements for advancing (and responding to) a habitability claim. They also would avoid the potential misunderstanding that an assertion of lack of habitability automatically would result in delay of the trial date. Most significantly, tenants no longer would be required to wait until the trial date to raise a Marini defense, and landlords no longer would be forced to wait until trial to discover that a tenant intends to raise the defense and seek an abatement of rent based on the condition of the property.

Although last-minute Marini defenses should be substantially curtailed, the Special Committee recommends amendments to Rule 6:3-4 to support greater transparency and consistency when these situations do occur.

The Special Committee discussed the benefits and drawbacks of a presumptive percentage of the rent that would be required as a deposit. Ultimately, it determined that the rule would provide greater transparency (and would avoid misunderstandings and avoidable delay) if it included a measurable starting point. Accordingly, the recommendation is to set a presumptive requirement of 50% of the base rent due and owing. Both the landlord and the tenant could present information to the trial court as to why that presumptive amount should be adjusted. In all cases, the court would retain discretion to set the specific amount due. The court also would be required to state on the record the basis for that amount.

Since most landlord tenant cases would be handled in a virtual format, the judge also would need to state on the record a deadline for the payment of the required deposit (which likely would not be the same day due to the remote nature of proceedings) and the method of making that deposit (which could depend on the hours of operation for in-person deposits to vicinage finance offices).

Attachment H shows the recommended amendments to Rule 6:3-4.

**Recommendation 15: Rule 6:3-4 should be amended to set forth a standard for posting with the court a deposit of the unpaid base rent when the tenant seeks to obtain a trial adjournment for reasons other than to raise and advance a Marini defense. The standard should be discretionary with the court, but the amount of the deposit should be at least the amount of undisputed base rent (excluding fees).**

Rule 6:3-4 at present does not provide guidance as to circumstances in which a tenant may be required to deposit rent with the court. However, the Court in Community Realty Management v. Harris directed that tenants may be required to deposit rent with the court if the trial is not held on the scheduled return date. The proposed rule sets forth the circumstances under which a tenant could be required to pay a deposit of the base rent into court on the trial date.

As a unified statewide court system, the Judiciary endeavors in all areas to support consistency in practice. Last-minute adjournments of scheduled trial dates present the potential for variability. Accordingly, in the interest of supporting transparency and uniformity, the Special Committee reviewed and endorsed a proposed amendment to Rule 6:3-4 that would provide guidance as to the possibility that a tenant could be required to post rent if the tenant requested adjournment of the trial date.

The Special Committee expects that the recommended new provision rarely would be invoked. However, especially in the context of remote proceedings, the rule would codify this existing possibility and provide protection against attempts to delay adjudication by seeking a last-minute adjournment. This additional safeguard makes sense in part because parties will have multiple opportunities to raise issues before the trial date.

**Recommendation 16: New Judgment of Possession forms should be developed and tailored for use in three situations: (1) at the conclusion of trial; (2) in instances of default judgment; and (3) upon settlement by consent or after breach of a settlement agreement. Those forms should provide plain language information to tenants as to options and next steps following entry of judgment.**

New Judgment for Possession forms should be created. Those standard judgment forms would provide written notice to the parties (and attorneys) of the relief granted by the court and the basis for that relief. Among other key fields, the form judgments would recite any defenses raised by the tenant and the court's determination of the degree of success of those defenses.

Rules 6:6-3 (“Judgment by Default”) and 6:6-5 (“Judgment; Costs”) require entry of a judgment for possession when a landlord is entitled to judgment after trial; after default; and after breach of settlement. However, courts historically and currently have not provided a written judgment to the parties and attorneys.

The Special Committee recommends creation and promulgation of three templates for statewide use: (1) judgment following trial; (2) default judgment; and (3) judgment after breach of a settlement agreement. The forms would be generated by the Judiciary's electronic filing and case management systems based on data entered by court staff. The judgment in each case would recite the claims and defenses that apply in that case.

The Special Committee strongly supports issuance of written judgments for possession, which would provide a clear and understandable record to both parties as to the claims and defenses advanced by the parties and the court's determination of those issues. When a landlord prevails in a non-payment case, the judgment would include the amount that the tenant owes. As applicable, the judgment also would recite how the court calculated that amount, including in situations in which the court granted an abatement based on breach of habitability.

The promulgation and use of standard judgment forms<sup>6</sup> would support the Judiciary's efforts to capture additional data regarding landlord tenant cases. Collection and analysis of such data would enable greater transparency with parties and the public, including as to the numbers and percentages of cases in which tenants raised defenses and the outcomes of those defenses.

The recommended Judgment for Possession forms are included as Attachment I (Judgment After Trial); Attachment J (Judgment After Default); and Attachment K (Judgment After Certification of Breach of Settlement Agreement).

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<sup>6</sup> Although not the focus of the Special Committee's discussions, standard disposition orders (e.g., for dismissed matters) also may be developed and promulgated.

## POST-JUDGMENT

**Recommendation 17: A Request for Warrant of Removal form should be created. The use of the form would help standardize the request procedure, so as to support case management efficiency. It also would require the plaintiff-landlord to certify as to compliance with the requirement, established by the federal CARES Act, of 30 days’ notice to vacate provided for covered properties.**

In order to provide a post-judgment tool for landlords, for ease of use by court staff, and to ensure compliance with the CARES Act, a Request for Warrant of Removal form should be developed for landlords’ use. The form would contain a certification portion that the landlord has complied with the CARES Act by providing notice to the tenant at least 30 days before an eviction, if applicable.

The federal Coronavirus Aid, Relief, and Economic Security (CARES Act), 15 U.S.C. 9001 et seq. includes a number of provisions, some of which are the subject of current Court Orders and Judiciary guidance. The Court’s [July 14, 2020 Order](#) required landlords to submit a certification of compliance with the Act’s prohibition against filing eviction complaints against certain “covered dwellings.” [Directive #20-20](#) (“Special Civil Part – Landlord/Tenant Matters During COVID-19”) promulgated the required CARES Act Certification form.

A separate provision of the Act requires a landlord to provide 30 days’ notice to vacate. Some landlords have interpreted that provision as requiring a notice to the tenant at the time of filing the complaint. However, the provision can be interpreted to permit notice at a later stage in the eviction process. In order to ensure compliance with the 30-day notice provision (which, again, is distinct from the earlier CARES Act certification), the Special Committee has recommended the use of a required certification at the time that a landlord requests the warrant of removal, assuring that a separate 30-day notice to vacate was issued to the tenant by the landlord.

The recommended Request for Warrant of Removal form is included as [Attachment L](#).

**Recommendation 18: The Warrant of Removal (Appendix XI-G) should be amended for clarity. Separate forms should be created for residential tenancies as follows (1) Notice; and (2) Return of Service. Separate forms should be created for residential and commercial tenancies.**

The existing Warrant of Removal form contained in Appendix XI-G should be revised for clarity and accuracy. Instead of one version, four separate forms should be created for use in residential and commercial cases. The updated forms should explain in plain language the timeline for an eviction, as well as the prohibition of illegal lockouts.

The existing Warrant of Removal form conveys information in legal rather than plain language. The Special Committee recommends that the current form be refined to provide specific guidance to residential and commercial tenants, as well as to landlords regarding the prohibition against illegal lockouts.

The recommended Warrant of Removal forms are included as Attachment M (Warrant of Removal – Residential); Attachment N (Warrant of Removal – Commercial); Attachment O (Notice of Illegal Lockout); and Attachment P (Execution of Warrant of Removal (Residential Only)).

## **OUTREACH AND COMMUNITY ENGAGEMENT**

Beyond the specific recommendations set forth in this Report, the Special Committee discussed the Judiciary’s ongoing efforts to provide information and support for all parties in landlord tenant cases, including but not limited to the following initiatives:

- To continuously update landlord tenant information on the Judiciary’s public website (njcourts.gov), including:
  - Plain language information about the rights and responsibilities of tenants and landlords;
  - Overviews of the landlord tenant court process in different formats;
  - Links to federal, state, and local resources to help parties avoid eviction and prevent homelessness; and

- Contact information for certified *pro bono* organizations and other avenues to apply for legal representation.
- To build an expanded pool of trained settlers, including court staff, attorneys, and retired judges, who can assist with pretrial settlement conferences.
- To provide and support opportunities for attorneys willing to provide *pro bono* representation in landlord tenant matters, and who will be eligible to claim an exemption from Madden requirements pursuant to the Supreme Court’s October 20, 2020 Order.
- To continue – and expand – community outreach efforts during and after the COVID-19 pandemic:
  - To educate communities – including those with high rates of eviction and other complicating circumstances, such as immigrant status or language access needs – about the duties of landlords and tenants, options to avoid court involvement, and what to expect in court; and
  - To bolster connections with local resources.

The Judiciary also will continue to work with partners in the Executive and Legislative branches to explore and advance collaborative solutions to housing related challenges. Judiciary leaders already are in regular and ongoing communication with the Department of Community Affairs (DCA), which serves as the primary administrator for federal COVID-19 rental assistance funds allocated to the State of New Jersey and certain cities and municipalities. Among other avenues, the Judiciary is continuing to provide information about rental assistance resources available through DCA, including by posting information on its website and mailing information to parties in landlord tenant proceedings. Leaders also are working together to exchange and cross-reference data so as to provide information directly to parties who already are involved in a landlord tenant case. Options for pre-filing mediation and settlement (through DCA or its affiliates) also are under discussion.

## **CONCLUSION**

The need to reform landlord tenant in New Jersey did not arise with the onset of the COVID-19 pandemic. Indeed, as emphasized throughout this Report, the Judiciary already was engaged in internal and collaborative efforts to reexamine this area when the virus struck in early 2020.

However, the current unparalleled emergency yielded a unique opportunity. COVID-19 triggered the suspension of residential evictions and landlord tenant trials and, in so doing, imposed a pause that enabled judges, attorneys, court staff, and advocates to take a step back and imagine landlord tenant not as it has been for decades – but for how it could be for the future. To that end, the COVID-19 pandemic crystallized and amplified the call to reimagine landlord tenant.

Bringing an array of perspectives and representing a variety of constituencies, the members of the Special Committee sought to answer that call and to reimagine landlord tenant for the benefit of all parties – as well as New Jersey communities. The Special Committee thanks the Court for the chance to contribute to these important efforts.

## **NOTE**

A special thank you is due to the staff of the Judiciary who ably assisted the Special Committee in its deliberations and conversations on these critically important issues. The Special Committee would not have been able to complete this assignment without the work of vicinage and central office staff, including Bridget Dorney Chater and Jessica Lewis Kelly.

## **SPECIAL COMMITTEE ON LANDLORD TENANT**

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Jessica Lewis Kelly, Esq.

Side 1



New Jersey Judiciary  
Civil Practice Division

Landlord Case Information Statement (LCIS)

Caption		County of Venue
Name of Plaintiff/Landlord		
Email Address	Home/Office Phone	Cell Phone
Attorney Name and Firm (if applicable)		Email Address
Email Address	Office Phone	Cell Phone
Attorney/Plaintiff Mailing Address		
Name of Defendant/Tenant(s)		
Email Address (if known)	Office Phone	Cell Phone
Rental Property Address		Municipal Code (*)
Type of Tenancy (select only one) <input type="checkbox"/> Residential <input type="checkbox"/> Commercial	Cause of Action (select all that apply) <input type="checkbox"/> Non-Payment <input type="checkbox"/> Other (Holdover/For Cause)	Holdover Cause of Action (select from list on side 2)
<p>Select all that apply:</p> <p><input type="checkbox"/> Public Housing.              Type: <input type="checkbox"/> Public Housing    <input type="checkbox"/> Section 8 Voucher    <input type="checkbox"/> Section 8 HAP Contract    <input type="checkbox"/> Other Subsidy Program _____</p> <p><input type="checkbox"/> Notice(s) that are required for Holdover, Public Housing and/or Subsidized Housing are attached to the complaint.</p> <p><input type="checkbox"/> Rental property is not a covered property under the Federal CARES Act, 15 U.S.C.S. § 9058(a). CARES Act Certification is attached.</p> <p><input type="checkbox"/> The tenancy subject to municipal rent control ordinance.</p> <p><input type="checkbox"/> Plaintiff/Landlord has applied for and received temporary emergency rental assistance funding pursuant to any private, federal, state, or local <b>COVID-19 related</b> program for rent claimed due and owing              Name of program: (if known) _____</p> <p><input type="checkbox"/> Plaintiff/Landlord has applied for and received temporary emergency rental assistance funding pursuant to any private, federal, state, or local <b>non- COVID-19 related</b> program for rent claimed due and owing in this action.              Name of program: (if known) _____</p> <p><input type="checkbox"/> Plaintiff/Landlord has not received request from tenant to use security deposit toward rent under Executive Order 128.              The amount due and owing by the tenant in this case is: \$ _____</p>		
<p>I certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).</p> <p>I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.</p>		
Attorney/Plaintiff Signature s/	Print Attorney/Plaintiff Name	Date

Municipality Codes can be found at [https://www.njcourts.gov/forms/11343\\_municodes.pdf](https://www.njcourts.gov/forms/11343_municodes.pdf)



## Landlord Civil Case Information Statement (LCIS)

**Holdover Causes of Action** (Enter number(s) in appropriate space on side 1.)

### Residential Tenancy


1	Disorderly Tenant	N.J.S.A. 2A:18-61.1(b)
2	Willful or Gross Negligent Damage to Premises	N.J.S.A. 2A:18-61.1(c)
3	Violation of Rules and Regulations	N.J.S.A. 2A:18-61.1(d)
4	Violation of the Lease Covenants	N.J.S.A. 2A:18-61.1(e)
5	Violation of the Lease Covenants Under the Control of a Public Housing Authority or Redevelopment Agency	N.J.S.A. 2A:18-61.1(e)
6	Failure to Pay Rent After Increase	N.J.S.A. 2A:18-61.1(f)
7	Demolish/Board Up Premises	N.J.S.A. 2A:18-61.1(g)
8	Permanently Retiring Residential Building/Mobile Home Park from Residential Use	N.J.S.A. 2A:18-61.1(h)
9	Reasonable Changes to Lease at End of Lease Term that Tenant Refuses to Accept	N.J.S.A. 2A:18-61.1(i)
10	Habitual Late Payment of Rent	N.J.S.A. 2A:18-61.1(j)
11	Converting Property to Condominium or Cooperative Ownership	N.J.S.A. 2A:18-61.1(k)
12	Personal Occupancy by Owner or Purchaser of Unit (property converted to condo/cooperative or fee simple ownership)	N.J.S.A. 2A:18-61.1(l)(1)
13	Personal Occupancy by Owner or Purchaser of Unit (owner of a building with 3 or fewer condo/cooperative units)	N.J.S.A. 2A:18-61.1(l)(2)
14	Personal Occupancy by Owner or Purchaser of Unit (building with 3 or fewer residential units)	N.J.S.A. 2A:18-61.1(l)(3)
15	Rental is Conditioned on Tenant's Employment by Landlord	N.J.S.A. 2A:18-61.1(m)
16	Convicted or Pleaded Guilty to Offenses under the 1987 Comprehensive Drug Reform Act, or Harbors such Person	N.J.S.A. 2A:18-61.1(n)
17	Convicted or Pleaded Guilty to Assault/Threats against Landlord, Landlord's Family or Employee, or Harbors such Person	N.J.S.A. 2A:18-61.1(o)
18	Tenant or Tenant Harbors such Person previously found Liable in a Civil Action for Certain Criminal Acts on the Rental Premises	N.J.S.A. 2A:18-61.1(p)
19	Tenant or Tenant Harbors Such Person who pleaded or was convicted of theft of property from the Landlord, the Rental Premises, or Other Tenants	N.J.S.A. 2A:18-61.1(q)
20	Tenant or Tenant Harbors such Person previously found Liable in a Civil Action for Human Trafficking on the Rental Premises	N.J.S.A. 2A:18-61.1(r)
21	Residents at Residential Health Care Facilities (non-payment or holdover)	N.J.S.A. 30:11A-1 <i>et. seq.</i>

### Commercial Tenancy; Owner-Occupied Premises with Two or Less Residential Units; Rental Unit Held in Trust on behalf of Immediate Family Member Who Permanently Occupies the Unit (not Developmentally Disabled)

22	Tenant Stays after Expiration of Lease Term	N.J.S.A. 2A:18-53
23	Tenant Disorderly as to Destroy Peace and Quiet	N.J.S.A. 2A:18-53
24	Tenant Willfully Destroys, Damages or Injures the Premises	N.J.S.A. 2A:18-53
25	Tenant Constantly Violates Landlord's Written Rules and Regulations	N.J.S.A. 2A:18-53
26	Tenant Breaches/Violates any Agreement in Lease that Provides for Right of Reentry	N.J.S.A. 2A:18-53
27	Violation of Alcoholic Beverages Laws by Commercial Tenant	N.J.S.A. 33:1-54

# Attachment B

**NOTICE:** This is a public document, which means the document as submitted will be available to the public upon request. Therefore, do not enter personal identifiers on it, such as Social Security number, driver's license number, vehicle plate number, insurance policy number, active financial account number, active credit card number or military status.

 <p style="font-size: 8px;">New Jersey Courts www.njcourts.gov Independence • Integrity Fairness • Quality Service</p>	<h2 style="margin: 0;">New Jersey Judiciary Civil Practice Division</h2> <h1 style="margin: 0;">Tenant Case Information Statement (TCIS)</h1>	
<p><b>Note:</b> The Judiciary website contains a list of online resources with information related to defending your case, access to legal representation, and available rental resources. You should review this information and obtain legal counsel if possible.</p>		
Caption	County	
Name of Defendant/Tenant(s)		
Daytime Phone Number(s) of Tenant(s)	Email Address(es)	
Attorney Name and Firm (if applicable)	Email Address	
Attorney/Defendant Mailing Address	Attorney Daytime Telephone Number	
Rental Property Address	Amount of Monthly Base Rent \$	
Have you applied (or has the landlord applied on your behalf) for any emergency rental assistance from any federal, state, or local program related to COVID-19? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Have you asked the landlord to apply any or all of your security deposit toward rent? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Select the statement that best describes your situation:		
The amount of rent my landlord demands in the complaint is not correct. <input type="checkbox"/> Yes <input type="checkbox"/> No		
The government helps pay my rent, but the amount that the landlord says I owe is the government's portion. <input type="checkbox"/> Yes <input type="checkbox"/> No		
Is there anything you want the court to know about the condition of the property? <input type="checkbox"/> Yes <input type="checkbox"/> No <small>(Please use the Optional Tenant Statement to describe details) Common defenses are posted on the Judiciary's website: <a href="https://www.njcourts.gov/selfhelp/selfhelp_landlordtenant.html#common">https://www.njcourts.gov/selfhelp/selfhelp_landlordtenant.html#common</a>.</small>		
<p><b>Optional Tenant Statement:</b> <i>(electronic field will expand; or attach additional pages)</i></p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
I certify that confidential personal identifiers (CPIs) have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b). (See above 'Notice') I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.		
Attorney/Defendant Signature	Print Attorney/Defendant Name	Date

**Case Management Conference Information Sheet**

DATE: \_\_\_\_\_ RESIDENTIAL  COMMERCIAL

CASE CAPTION: \_\_\_\_\_ DOCKET NUMBER: \_\_\_\_\_

Plaintiff Attorney: \_\_\_\_\_ Defendant(s) Attorney: \_\_\_\_\_

Prior Settlement Efforts: \_\_\_\_\_

FACTUAL BACKGROUND:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LEASE ATTACHED:  REVIEWED:  ; REGISTRATION ATTACHED:  REVIEWED; NOTICES ATTACHED:  REVIEWED:

MONTHLY BASE RENT: \_\_\_\_\_ ADD'L RENT: \_\_\_\_\_

LATE FEES: \_\_\_\_\_ PENALTIES: \_\_\_\_\_

LEASE TERM: \_\_\_\_\_ ATTY FEES: \_\_\_\_\_

CLAIMED TOTAL DUE (Landlord): \_\_\_\_\_ ( Tenant): \_\_\_\_\_

**RENTAL ASSISTANCE PROGRAMS:**

Landlord applied [yes, no], status [pending, received/amount, denied]

Tenant applied [yes, no], status [pending, received/amount, denied]

Referred to \_\_\_\_\_ rental assistance program

DEFENSES: Tenant has stated the following: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Based upon my review of the file and discussion with the parties, the tenant has raised the following defense(s):

**Home is not Habitable or Safe (Breach of the Implied Covenant of Habitability) -**  
The following describes what tenant alleges is wrong with the rental property (state what the defect(s) are, how it may impact tenant safety and when tenant asked the landlord to make repairs): \_\_\_\_\_  
\_\_\_\_\_

**Landlord is Retaliating Against Tenant (Reprisal or Retaliation (N.J.S.A. 2A:42-10.10))** because:  
\_\_\_\_\_  
\_\_\_\_\_

**Landlord does not have an Attorney** - Landlord is a business such as a corporation, LLC, Inc. or limited partnership and is required to be represented by an attorney per *Rules* 1:5-6, 1:21-1(c) and 6:10.

- Waiver** - Landlord is trying to enforce a lease provision even though landlord has long known tenant was not in compliance.
- Deficient Notice(s)/Improper Service (Holdover)** - Landlord is trying to evict tenant for reasons other than non-payment of rent but tenant was not given the required notices under the law. The landlord failed to serve the notice(s) on the tenant prior to filing the complaint, failed to serve the notice(s) on the tenant timely and/or failed to attach the notice(s) to their complaint when it was filed with the court in violation of *Rules* 6:2-2(a) and 6:3-4(d).
- Deficient Notice(s)/Improper Service (Subsidized Tenant)** – Landlord did not provide the notice required, or did not provide notice in the manner required, by the program or housing authority that subsidizes tenant.
- The rental premises is subsidized housing pursuant to the following program:
  - Subsidized Housing. ( Public Housing;  §8 Voucher;  §8 HAP Contract;  Other Subsidy Program)
    - Other program, if known:
      - State Rental Assistance Program (SRAP)
      - Homelessness Prevention Program (HPP)
      - Emergency Assistance (EA)
      - COVID-19 Emergency Rental Assistance Program (CVERAP)
      - Other \_\_\_\_\_
- The property is covered by **rent control**, and:
  - landlord is charging me more than rent control allows.
  - The eviction complaint filed against me asks for fees, such as attorney fees or late fees, that would increase my rent above what I believe rent control allows.
- Landlord Failed to Properly Register the Rental Property** - Landlord has failed to satisfy their registration requirements for this rental property per *N.J.S.A.* 46:8-33.
- Tenant Does Not Owe the Amount Landlord Claims Is Due** – Tenant states that:
  - Base rent is incorrect and should be \$ \_\_\_\_\_
  - Arrears are incorrect and should be \$ \_\_\_\_\_
  - Fees are not due or are incorrect and should be \$ \_\_\_\_\_
  - Rent increase is improper under governing rent control ordinance in (municipality) \_\_\_\_\_
    - Landlord accepted lower rent over many months than is now claimed due and so has waived the right to collect higher rent
    - The amount claimed due is the portion to be paid by a subsidy program and not by the tenant, who has paid the correct portion
    - Tenant did not receive proper notice under the Rent Security Deposit Act, *N.J.S.A.* 46:8-19, and is therefore entitled to apply the security deposit of \$ \_\_\_\_\_, plus 7% annual interest of \$ \_\_\_\_\_, to cover rent arrears
- Occupancy Is Illegal** – Tenant states that occupancy is illegal. See *N.J.S.A.* 2A:18-61.1(g)(3), -61.1g, -61.1h. On this ground, tenant claims that landlord may not collect rent and must provide relocation assistance equal to six months' rent before an eviction can proceed. Tenant bases this statement on the following:
   
\_\_\_\_\_
   
\_\_\_\_\_

**Other** : \_\_\_\_\_

Based upon my review of the file and discussion with the parties, the landlord has asserted the following response to defenses:

(Narrative): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXHIBITS FOR TRIAL: \_\_\_\_\_  
\_\_\_\_\_

WITNESSES: For Plaintiff \_\_\_\_\_ For Defendant \_\_\_\_\_

HEARING OFFICER STATEMENT:  
(Narrative): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TIME TO TRY: \_\_\_\_\_

REFERRED FOR SETTLEMENT CONFERENCE: \_\_\_\_\_

An Interpreter  Yes  No Indicate Language: \_\_\_\_\_

An accommodation for a disability  Yes  No Requested accommodation: \_\_\_\_\_

Matter can proceed virtually: Yes  No  Other items related to remote proceedings: \_\_\_\_\_  
\_\_\_\_\_

**Attachment D**

**Appendix XI-V. Settlement Agreement (Tenant Remains)**

\_\_\_\_\_  
Plaintiff

v.

\_\_\_\_\_  
Defendant

Superior Court of New Jersey  
Law Division, Special Civil Part

\_\_\_\_\_  
County

Landlord Tenant Division

Docket Number LT- \_\_\_\_\_

**Settlement Agreement  
(Tenant to Stay in Premises)**

**The tenant and landlord hereby agree:**

1. [Select **One** of the Following]:

a. \_\_\_\_\_ **to the immediate entry of a Judgment for Possession.** The parties understand that a Warrant of Removal will not be issued and an eviction will not take place at this time. However, if the tenant breaches this agreement, the landlord may file a certification of breach with the court, on notice to the tenant. The Court may then issue a Warrant of Removal which starts the eviction process.

OR

b. \_\_\_\_\_ **no Judgment for Possession is entered unless and until there is a breach.** The parties understand that if the tenant breaches this agreement, the landlord may file a certification of breach with the court, on notice to the Tenant. The court may then enter a Judgment for Possession and a Warrant of Removal may issue.

2. The tenant shall pay to the landlord a total of \$ \_\_\_\_\_ which the tenant admits is now due and owing. The Tenant shall pay this amount as follows:

a. \$ \_\_\_\_\_, immediately, which the landlord admits receiving; and

b. \$ \_\_\_\_\_ each month until all the back rent due under this agreement is paid, which is no later than [DATE].

3. Tenant is also required to continue to pay \$ \_\_\_\_\_ each month as required by the rental agreement during the duration of the payment plan set forth in paragraph 2.

4. All payments made by the tenant, as set forth in paragraph 2, shall first be applied by the landlord to the tenant(s)' monthly rental obligation as required under the rental agreement and then shall be applied to pay the balance of the back rent as stated in paragraph 2. **If the tenant fails to make any payment that is required in paragraph 2 of this agreement, the tenant may be evicted as permitted by law after the service of the Warrant of Removal.**

5. This agreement shall end when the tenant has paid the full amount of back rent as stated in paragraph 2. Once paid in full, the judgment, if any, shall be vacated and the complaint shall be dismissed. The Landlord shall advise the Office of the Special Civil Part in writing within 30 days of any alleged breach by the tenant. If the landlord does not notify the court, the case shall be dismissed automatically [**insert date**].

Date: \_\_\_\_\_

\_\_\_\_\_  
Landlord's Attorney

\_\_\_\_\_  
Tenant's Attorney

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant

**Note: The Certification by Landlord and the Certification of Landlord’s Attorney (if the Landlord has an attorney) are attached hereto. Judgment for possession cannot be entered without the required certification(s).**

[Note: Appendix XI-V adopted July 18, 2001 to be effective November 1, 2001, Revised April 1, 2004; amended July 31, 2020 to be effective September 1, 2020; amended 2021 to be effective 2021]

## Attachment E

### **6:6-4. Consent Judgments for Possession and Stipulations of Settlement, Residential Cases**

(a) Entry by the Court. A stipulation of settlement or another agreement that provides for entry of a judgment for possession against an unrepresented tenant must be written, signed by the parties, and reviewed, approved and signed by a judge on the day of the court proceeding, but if it requires the unrepresented tenant to both pay rent and vacate the premises, the judge shall also review it in open court. It must also be accompanied by the affidavit of the landlord and the certification of the landlord's attorney required by R. 6:6-3(b).

(b) Entry by the Clerk. When the tenant is represented by an attorney and the attorney has signed the agreement, the clerk may enter judgment for possession upon receipt of the signed consent of the parties and the affidavit of the landlord and the certification of the landlord's attorney specified in R. 6:6- 3(b).

**Note:** Adopted July 18, 2001 to be effective November 1, 2001; paragraph (a) amended July 31, 2020 to be effective September 1, 2020; paragraphs (a) and (b) amended XX/XX/XXXX to be effective XX/XX/XXXX.



### New Jersey Judiciary Superior Court of New Jersey Law Division, Special Civil Part Landlord Tenant Trial Information

The following information is a **brief** overview of landlord tenant court procedures. Please read these instructions carefully. This information is not intended to take the place of legal advice, but it will provide you with a general understanding of the process. If a party needs an interpreter, they should contact the court by phone or email.

A landlord has filed a lawsuit against a tenant to regain possession of their property, meaning a landlord wants to evict (also known as “lockout”), a tenant. In order to evict a tenant, the landlord must first get a judgment for possession. Before that can happen, tenants have a right to a trial. If a trial occurs, a judge will decide whether a judgment for possession should be entered. A judgment for possession allows a landlord to request a warrant of removal from the court. If a judgment is entered, the court will provide a written document to the landlord and tenant that explains the basis for the court’s decision and what will happen next. The warrant of removal allows a Special Civil Part Officer to proceed with a tenant’s eviction from the property.

**Illegal Evictions:** A landlord cannot evict tenants from a rental property, only a Special Civil Part Officer can perform an eviction. In order to have a Special Civil Part Officer evict a tenant, a landlord must first get a judgment for possession and then a warrant of removal from the court. It is illegal for the landlord to force a tenant out by changing the locks, padlocking the doors or by shutting off gas, water or electricity. Landlords can only remove a tenant’s belongings after an eviction as permitted by the Abandoned Tenant Property Act N.J.S.A. 2A:18-72 (unless otherwise provided for in a non-residential lease).

Tenants who have been locked out of their homes illegally should call police. The New Jersey Office of the Attorney General has released guidance on illegal lockouts and the role of law enforcement agencies in preventing them. More information is available at the following link: [https://www.nj.gov/oag/dcj/agguide/directives/ag-Directive-2021-2\\_Illegal\\_Evictions.pdf](https://www.nj.gov/oag/dcj/agguide/directives/ag-Directive-2021-2_Illegal_Evictions.pdf)

Tenants who have been locked out of their rental property illegally can also file a civil complaint at the county courthouse. For more information on illegal evictions (lockouts) go to [www.njcourts.gov](http://www.njcourts.gov).

**Available Resources:** Court staff can give the parties a list of agencies that may be able to assist with rent, temporary shelter, or legal services. Information about rental assistance programs – including those related to the COVID-19 pandemic – is available online at [www.njcourts.gov](http://www.njcourts.gov). Information about legal resources also is posted online: [https://www.njcourts.gov/selfhelp/selfhelp\\_landlordtenant.html#tenants](https://www.njcourts.gov/selfhelp/selfhelp_landlordtenant.html#tenants).

## **1. Appearing on Your Trial Date**

Trials may be conducted virtually, by video, or in person if the parties are unable to participate virtually. On the scheduled trial date, a list of cases will be scheduled to be heard. If both the landlord and the tenant are present, the case will be marked READY for trial. If the tenant is not present, the case may be marked “DEFAULT.” If the landlord is not present or if both parties do not appear, the case may be “DISMISSED.” You will have a chance to ask questions of court staff.

## **2. Settlements**

Settlement conferences will be offered before the trial, as well as on the trial date. Those conferences generally will be conducted virtually (by video). Parties will have the opportunity to meet with court staff for these conferences.

The parties should talk to each other to try to settle their case. Neutral court staff will help the parties try to settle their case. Parties are not required to settle their case and have the right to a trial.

You should settle only if you understand the terms of the agreement and they are acceptable to you. If you are a tenant and do not comply with the settlement agreement, you can be evicted. If the parties agree on a settlement, parties can complete a settlement agreement form which can be completed virtually or in person. A copy of any settlement agreement will be sent to the parties. You are not limited to the contents of the settlement forms. Note, any settlement involving an unrepresented residential tenant that seeks to enter a consent judgment for possession must be approved by the court.

## **3. Right to a Trial**

If you are a tenant and you disagree with what your landlord claims, such as the amount of the rent that is owed, you have the right to explain your position, before and at trial.

## **4. Waiting for Trial**

If you do not settle, a judge will hear your case. Most trials will be conducted virtually, by video. Parties can use courthouse technology rooms to participate, if necessary. In some cases, the trial may be conducted in person. The court expects to reach all cases on the scheduled trial date; however, if your case cannot be reached that day, you will have your case rescheduled and have to appear either virtually or in person another day. If you are a tenant and you request to adjourn (postpone) the trial date, the judge may first require you to deposit some or all of the rent due with the court. If a deposit is required, it can be paid in cash, money order or bank cashier’s check made payable to the Treasurer, State of New Jersey. If the rent is not deposited as directed, a default will be entered in favor of the landlord. That means the landlord will be able to take steps to have you evicted.

## **5. Non-Payment of Rent Cases**

The following information applies in cases where a landlord claims the tenant owes rent:

- A. **Dismissal of Case Upon Payment or Deposit.** If you are a tenant, the case against you will be dismissed if you pay all of the rent that is due plus court costs to the landlord or to the court on or before the date a judge enters a judgment for possession. If your case is tried remotely, the court will delay entry of the judgment until the following business day. Note: The tenant may still make payments after a judgment for possession is entered.
- B. **Fees or Other Charges as Additional Rent.** Attorney's fees, late fees and/or other charges are only allowed if there is a lease that calls these items "additional rent." Even if the lease does say that, the amount due as rent may be limited by rent control, or if there is public assistance, the rent may be limited by local, state, or federal law. For example, if a tenant receives Section 8 assistance, the landlord cannot include a late charge in the amount that the tenant owes.

## 6. Holdover Cases

If the eviction case is for a reason other than nonpayment of rent, the landlord should have served the tenant with written notice(s) before filing the complaint for eviction and attached these notice(s) to the complaint when filed.

## 7. Limitation on Court's Powers

A judge cannot force the parties to settle. A settlement is entirely voluntary. For example, a tenant may want more time to pay rent owed or to pay in installments. Unless the landlord agrees to such terms, the court must enter a judgment for possession, which then allows the landlord to take steps to gain possession of the property and evict the tenant.

## 8. Eviction Procedures/Steps

**Step 1 - Entry of Judgment for Possession.** When the court enters a judgment for possession, the court is granting the landlord the legal right to possession of the premises. This may happen if the landlord can prove their case on the day of trial, if the tenant fails to appear and the case is marked as "Default," or if the landlord and tenant agree to the entry of a judgment for possession.

**Step 2 - Issuance of Warrant of Removal.** After the judgment for possession is entered, the landlord may ask the court to issue a warrant of removal to a Special Civil Part Officer. The warrant of removal may not be issued until at least three (3) business days after the judgment for possession is entered. A Special Civil Part Officer is the person who serves (delivers) the warrant of removal on the tenant.

**Step 3 - Service of the Warrant of Removal.** The warrant of removal must be served by the Special Civil Part Officer on the tenant by delivering or posting the warrant of removal on the door of the rental property.

**Step 4 - Execution of the Warrant of Removal/ Eviction.** Three (3) business days after the warrant of removal is served, a landlord may request that the Special Civil Part Officer return to the residential rental property a second time to execute the warrant of removal by requiring the tenant to vacate the premises and permitting the landlord to change the locks. This is when the eviction (lockout) is completed.

**NOTE:** Landlords cannot evict tenants themselves. Special Civil Part Officers are the only individuals authorized to evict tenants. Tenants cannot be evicted on a weekend or holiday.

**Summary** - A residential tenant cannot be evicted until the landlord follows the steps above. A residential tenant may not be evicted any earlier than eight (8) calendar days after a judgment for possession has been entered. In non-payment of rent cases, even after an eviction by a Special Civil Part Officer, a residential tenant may be able to return to stay in the rental property if the tenant pays the landlord all rent due plus proper costs up to three (3) business days after the eviction. (See 9.B. Paying all Rent Due and Owing, below)

## **9. Options After a Judgment for Possession**

**A. Agreement.** After a judgment for possession has been entered (Step 1 above), a landlord and tenant can still try to make an agreement to stop an eviction. If the landlord and the tenant agree, the agreement should be in writing and a copy of the agreement should be filed with the court.

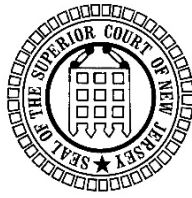
**B. Paying all Rent Due and Owing.** By law, a tenant can pay all rent due and owing plus proper costs up to three (3) business days after the eviction (Step 4 above). The landlord must accept this payment and/or cooperate with a rental assistance program or bona fide charitable organization that has committed to pay the rent.

### **C. Asking the Court for Relief.**

A tenant can apply for relief to the court even after an eviction. To do so, a tenant must file:

- (1) An application for orderly removal requesting up to seven (7) more calendar days to move out if there is a good reason;
- (2) A motion requesting dismissal with prejudice of the nonpayment of rent action because the residential tenant paid all rent due and owing plus proper costs, or because the landlord refused to accept the residential tenant's payment, within three (3) business days following the eviction; or an order to show cause because the landlord refused to cooperate with a rental assistance program or bona fide charitable organization that has committed to pay the rent; and/or
- (3) An application for a hardship stay which delays the eviction based on the unavailability of other housing accommodations. That delay cannot be for more than six (6) months from entry of the judgment for possession, and the tenant will have to pay all rent and proper costs.

A tenant can also file a motion under Rule 4:50-1 requesting that the judgment for possession be vacated (reversed) and the complaint dismissed, if the tenant can show good reason such as mistake or excusable neglect, fraud, misrepresentation or other misconduct by an adverse party, newly discovered evidence or any other reason justifying relief from the judgment for possession. **Court staff can provide tenants with the forms needed to ask for any of the above types of relief.**



## LANDLORD TENANT PROCEDURES

The following contains information on the procedures the parties must follow in cases where a landlord is trying to evict (also known as “lockout”) a tenant. Please take the time to read this information and refer to the Judiciary website at [www.njcourts.gov](http://www.njcourts.gov) for further assistance with landlord tenant rules and procedures. Parties will have a chance to ask questions of court staff at any point during the process, but court staff cannot provide legal advice.

### 1. Complaint filed and served.

The landlord must file a complaint, summons, and Landlord Case Information Statement (LCIS). Those documents will explain why the landlord is seeking to evict the tenant(s).

Tenants are strongly encouraged to complete a Tenant Case Information Statement (TCIS). The TCIS will explain the tenant’s position. The tenant should file this with the court electronically (or by mail) at least 5 days before the scheduled case management conference.

2. **Mandatory Case Management Conference.** The court will schedule a case management conference either virtually (by video) or in person. Both parties must appear at the case management conference. If a party does not appear at the conference, the court may enter default or dismissal in the case. (See below). Parties can use Judiciary technology rooms to participate, if necessary.

At the conference, court staff will ask questions to gather information for a judge, and parties will be able to explain their positions. Court staff will then talk to the parties about trying to settle their case.

3. **Settlement Conference.** The parties should talk to each other to try to settle their case. Neutral court staff will help the parties try to settle their case. If the case does not settle prior to trial, the court will schedule a settlement conference to take place on the day of trial. Parties are not required to settle their case and have the right to a trial.

### 4. Settlement Agreements.

If the parties settle their case, the court or court staff will review the terms of the settlement agreement. Some agreements will require the judge to review and approve the agreement and some will also require the parties to place the terms of the agreement on the record in open court. All final settlement agreements will be written, provided to the parties, and added to the court’s electronic file.

#### **If you settle your case, please note:**

- You should settle only if you agree with the terms. Both parties must agree to a settlement.
- Court staff can provide the parties with an agreement form which can be completed virtually (by video) or in person. If completed by the parties, the signed agreement should be provided to the court.
- Court staff can also provide forms for any certification from the landlord and/or the landlord’s attorney.

- The terms of the settlement forms can be modified as appropriate.
  - Make sure that you understand the words in the settlement because if you do not comply with the terms of the settlement, you can be evicted.
  - Any agreement that says a judgment for possession will or can be entered must be approved by a judge if a residential tenant does not have an attorney.
5. **Trial.** If you are a tenant and you disagree with what your landlord claims, such as the amount of the rent that is owed, you have the right to explain your position at trial. Most trials will be conducted virtually, by video. Parties can use Judiciary technology rooms to participate, if necessary. In some cases, trial may be conducted in person. If the tenant does not appear for trial, the case may be marked “DEFAULT.” This means the landlord can apply for a judgment against the tenant and move ahead with the eviction. If the landlord does not appear, the case may be “DISMISSED.” This means the case will not proceed.
  6. **Entry of Judgment for Possession.** At the conclusion of a trial or where a tenant does not appear at trial and the landlord proves their case, the court will enter a judgment for possession. A judgment for possession is a written document that contains the result of the case and explains the basis for the court’s decision. The judgment for possession also explains the next steps in the process.

When the court enters a judgment for possession, the court is granting the landlord the legal right to possession of the premises. This may happen if the landlord can prove their case on the day of trial, if the tenant fails to appear and the case is marked as “Default,” or if the landlord and tenant agree to the entry of a judgment for possession.

7. **Application for and Issuance of a Warrant of Removal.** After the judgment for possession is entered, the landlord may ask the court to issue a warrant of removal to a Special Civil Part Officer. The warrant of removal allows the Special Civil Part Officer to proceed with the process of evicting a tenant from the property. The warrant of removal may not be issued until at least three (3) business days after the judgment for possession is entered. A Special Civil Part Officer is the person who serves (delivers) the warrant of removal on the tenant.
8. **Service of the Warrant of Removal.** The warrant of removal must be served by the Special Civil Part Officer on the tenant by delivering or posting the warrant of removal on the door of the rental property.
9. **Execution of the Warrant of Removal/ Eviction.** Three (3) business days after the warrant of removal is served, a landlord may request that the Special Civil Part Officer return to the residential rental property a second time to execute the warrant of removal by requiring the tenant to vacate the premises and permitting the landlord to change the locks. This is when the eviction (lockout) is completed.

**NOTE:** Landlords cannot evict tenants by themselves. Special Civil Part Officers are the only individuals authorized to evict tenants. Tenants cannot be evicted on a weekend or holiday.

**Illegal Evictions:** A landlord cannot evict tenants from a rental property, only a Special Civil Part Officer can perform an eviction. In order to have a Special Civil Part Officer evict a tenant, a landlord must first get a judgment for possession and then a warrant of removal from the court. It is illegal for the landlord to force a tenant out by changing the locks, padlocking the doors or by shutting off gas, water or electricity. Landlords can only remove a tenant’s belongings after an eviction as permitted by the Abandoned Tenant Property Act N.J.S.A. 2A:18-72 (unless otherwise provided for in a non-residential lease).

Tenants who have been locked out of their homes illegally should call the police. The New Jersey Office of the Attorney General has released guidance on illegal lockouts and the role of law enforcement agencies in preventing them. More information is available at the following link:  
[https://www.nj.gov/oag/dcj/agguide/directives/ag-Directive-2021-2\\_Illegal\\_Evictions.pdf](https://www.nj.gov/oag/dcj/agguide/directives/ag-Directive-2021-2_Illegal_Evictions.pdf).

Tenants who have been locked out of their rental property illegally can also file a civil complaint at the county courthouse. For more information on illegal evictions (lockouts) go to [www.njcourts.gov](http://www.njcourts.gov).

**Other Options After a Judgment for Possession is Entered are as Follows:**

1. **Agreement.** After a judgment for possession has been entered, a landlord and tenant can still try to make an agreement to stop an eviction. If the landlord and the tenant agree, the agreement should be in writing and a copy of the agreement should be filed with the court
2. **Paying all Rent Due and Owning.** By law, a residential tenant can pay all rent due and owing plus proper costs up to three (3) business days after the eviction. The landlord must accept this payment and/or cooperate with a rental assistance program or bona fide charitable organization that has committed to pay the rent.
3. **Asking the Court for Relief.** A tenant can apply for relief to the court. To do so, a tenant must file:
  - (a) An application for orderly removal requesting up to seven (7) more calendar days to move out if there is a good reason;
  - (b) A motion requesting dismissal with prejudice of the nonpayment of rent action because the residential tenant paid all rent due and owing plus proper costs, or because the landlord refused to accept the residential tenant's payment, within three (3) business days following the eviction; or an order to show cause because the landlord refused to cooperate with a rental assistance program or bona fide charitable organization that has committed to pay the rent; and/or
  - (c) An application for a hardship stay which delays the eviction based on the unavailability of other housing accommodations. That delay cannot be for more than six (6) months from entry of the judgment for possession, and the tenant will have to pay all rent and proper costs.

A tenant can also file a motion under Rule 4:50-1 requesting that the judgment for possession be vacated (reversed) and the complaint dismissed, if the tenant can show good reason such as mistake or excusable neglect, fraud, misrepresentation or other misconduct by an adverse party, newly discovered evidence or any other reason justifying relief from the judgment for possession.

---

**AVAILABLE RESOURCES**

Court staff can give the parties a list of agencies that may be able to assist with rent, temporary shelter, or legal services. Information about rental assistance programs – including those related to the COVID-19 pandemic – is available online at [www.njcourts.gov](http://www.njcourts.gov). Information about legal resources also is posted online: [https://www.njcourts.gov/selfhelp/selfhelp\\_landlordtenant.html#tenants](https://www.njcourts.gov/selfhelp/selfhelp_landlordtenant.html#tenants).

- **Housing and Rental Assistance.** Visit the Judiciary website for a list of state, county and municipal programs and resources that may be able to provide assistance: [https://www.njcourts.gov/selfhelp/covid19\\_rentalassistance.html](https://www.njcourts.gov/selfhelp/covid19_rentalassistance.html)
- The Ombudsman in your county may be able to provide information regarding organizations and resources that may be available in your county: <https://www.njcourts.gov/public/ombudsdir.html?lang=eng>.
- LSNJ's Tenants' Rights Manual may be of assistance and is available at: <https://www.lsnjlaw.org/Pages/default.aspx>

If you have additional questions or issues regarding the information above, please send an email to [EMAIL ADDRESS] or call the Special Civil Part Office at [PHONE NUMBER], extension [EXT]. Please note that Judiciary staff cannot provide legal advice.

## Attachment H

### 6:3-4. Summary Actions Between Landlord and Tenant

#### (e) Deposits Due on or Before Trial Date.

(i) Deposits on Non-Payment of Rent Cases – Habitability Defenses. Where a residential tenant seeks a trial adjournment to raise a habitability defense, the tenant will presumptively be required to deposit with the court fifty percent (50%) of the unpaid base rent in order to obtain the adjournment. Either party may rebut the presumption based on the facts presented to the court. The court shall have the discretion to determine the amount of the deposit. The court in making that determination will consider factors including but not limited to the following: monies expended by the tenant for repairs, documented evidence of habitability issues at the property, and any existing housing code violations. The court shall place on the record the amount of rent to be deposited, the deadline for the deposit, and the basis for the required deposit. The presumption shall not apply to commercial cases.

(ii) Deposits on Non-Payment of Rent Cases – Other Grounds. Where a tenant seeks a trial adjournment for reasons other than to raise a habitability defense, the court may require a tenant to deposit the undisputed amount of base rent with the court. The court shall place on the record the amount of rent to be deposited, the deadline for the deposit, and the basis for the required deposit.

**Note:** Source — R.R. 7:5-12. Caption and text amended July 14, 1992 to be effective September 1, 1992; amended July 27, 2006 to be effective September 1, 2006; caption amended, former text allocated into paragraphs (a) and (b), captions to paragraphs (a) and (b) adopted, and new paragraphs (c) and (d) added July 9, 2008 to be effective September 1, 2008; paragraph (a) amended July 19, 2012 to be effective September 4, 2012; new paragraph (e) added XX/XX/XXXX to be effective XX/XX/XXXX.

**Attachment I**

**ORDER PREPARED BY THE COURT**

\_\_\_\_\_

Plaintiff,

v.

Defendant (s)

SUPERIOR COURT OF NEW JERSEY  
CIVIL LAW DIVISION  
XXXXXXXXXX COUNTY

DOCKET No. \_\_\_\_-LT-  
RESIDENTIAL

***CIVIL ACTION***

**JUDGMENT FOR POSSESSION  
AFTER TRIAL**

\_\_\_\_\_

This matter having been brought before the court by a complaint by the Plaintiff/  
Landlord \_\_\_\_\_ [represented by [attorney name] if applicable] in  
an action for possession of the premises for:  Non-payment of Rent  Other  
\_\_\_\_\_ (statutory basis), against Defendant/Tenant(s) \_\_\_\_\_  
[represented by [attorney name] if applicable], and

The Court having conducted a trial on the issues raised in the complaint and  defenses  
of  Habitability  Unregistered Rental Property  Illegal Tenancy  Abatement  Federal  
CARES Act  Attorney Required for Landlord  Notices Required/Deficient  Payment of  
Rent Legally Due  Other \_\_\_\_\_,  None raised by the tenant; and the Court having  
found that the defendant  has  has not established the defense of:  Habitability   
Unregistered Rental Property  Illegal Tenancy  Abatement  Federal CARES Act   
Attorney Required by Landlord  Notices Required/Deficient  Payment of Rent Legally Due  
 Other \_\_\_\_\_  None; and

The Landlord having produced and the Court having reviewed a copy of the lease and any required registration statement and found that the Landlord has proven a cause of action for possession on the basis of \_\_\_\_\_ and there  is  is not rent due and owing to the Landlord in the amount of \_\_\_\_\_ [optional: which is to be offset in the amount of \$ \_\_\_\_\_ because defendant established the defense of \_\_\_\_\_,] and a judgment for possession should enter in this case;

IT IS on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

**ORDERED** that a Judgment for Possession is hereby entered for the property at issue in the Complaint.

\_\_\_\_\_  
Judge, JSC

**NOTE:** Landlords cannot evict tenants themselves; Special Civil Part Officers are the only individuals authorized to evict tenants. Tenants cannot be evicted on a weekend or legal holiday.

**If the tenant does not voluntarily leave, the steps required for eviction are as follows:**

**Step 1 - Entry of Judgment for Possession.** When the court enters a judgment for possession, the court is granting the landlord the legal right to possession of the premises. This may happen if the landlord can prove their case on the day of trial, if the tenant fails to appear and the case is marked as “Default,” or if the landlord and tenant agree to the entry of a judgment for possession.

**Step 2 - Issuance of Warrant of Removal.** Three (3) business days after the judgment for possession is entered, the landlord may ask the court to issue a warrant of removal to a Special Civil Part Officer. The warrant of removal may not be issued until at least three (3) business days after the judgment for possession is entered. A Special Civil Part Officer is the person who serves (delivers) the warrant of removal on the tenant.

**Step 3 - Service of the Warrant of Removal.** The warrant of removal must be served by the Special Civil Part Officer on the tenant by delivering or posting the warrant of removal on the door of the rental property.

**Step 4 –Execution of the Warrant of Removal/ Eviction.** Three (3) business days after the warrant of removal is served, a landlord may request that the Special Civil Part Officer return to the residential rental property a second time to execute the warrant of removal by requiring the

tenant to vacate the premises and permitting the landlord to change the locks. **This is when the eviction (lockout) is completed.**

**Summary** - Adding the days above, a residential tenant cannot be evicted any earlier than eight (8) calendar days after a judgment for possession has been entered. In non-payment of rent cases, even after an eviction by a Special Civil Part Officer, a residential tenant may be able to return to stay in the rental property if the tenant pays the landlord all rent due plus proper costs up to three (3) business days after the eviction. (see options below)

**Other options After a Judgment for Possession is entered are as follows:**

- A. **Agreement.** After a judgment for possession has been entered (Step 1 above), a landlord and tenant can still try to make an agreement to stop an eviction. If the landlord and the tenant agree, the agreement should be in writing and a copy of the agreement may be filed with the court.
- B. **Paying all Rent Due and Owing.** By law, a tenant can pay all rent due and owing plus proper costs up to three (3) business days after the eviction (Step 4 above). The landlord must accept this payment and/or cooperate with a rental assistance program or bona fide charitable organization that has committed to pay the rent.
- C. **Asking the Court for Relief.** A tenant can apply for relief to the court. To do so, a tenant must file:
  - (1) An application for orderly removal requesting up to seven (7) more calendar days to move out if there is a good reason;
  - (2) A motion requesting dismissal with prejudice of the nonpayment of rent action because the residential tenant paid all rent due and owing plus proper costs, or because the landlord refused to accept the residential tenant's payment, within three (3) business days following the eviction; or an order to show cause because the landlord refused to cooperate with a rental assistance program or bona fide charitable organization that has committed to pay the rent;
  - (3) An application for a hardship stay which delays the eviction based on the unavailability of other housing accommodations. That delay cannot be for more than six (6) months from entry of the judgment for possession, and the tenant will have to pay all rent and proper costs.

A tenant can also file a motion under Rule 4:50-1 requesting that the judgment for possession be vacated (reversed) and the complaint dismissed, if the tenant can show good reason such as mistake or excusable neglect, fraud, misrepresentation or other misconduct by an adverse party, newly discovered evidence or any other reason justifying relief from the judgment for possession.

**Attachment J**

**PREPARED BY THE COURT**

\_\_\_\_\_

Plaintiff,

v.

SUPERIOR COURT OF NEW JERSEY  
CIVIL LAW DIVISION  
XXXXXXXXXX COUNTY

DOCKET No. \_\_\_\_-LT-  
Residential Tenancy

***CIVIL ACTION***

Defendant (s)

**JUDGMENT FOR POSSESSION  
BY DEFAULT**

\_\_\_\_\_

This matter having been brought by verified complaint by the Plaintiff/Landlord  
\_\_\_\_\_ in an action for possession of the premises for:  Non-  
payment of Rent  Other \_\_\_\_\_ (specify statutory basis), against  
Defendant/Tenant(s) \_\_\_\_\_ and the Defendant/Tenant(s) having been  
noticed of and having failed to appear on the date of trial on [insert trial date] and the  
Plaintiff/Landlord having submitted the appropriate proofs by way of a Landlord’s Certification  
and a Certification by the Landlord’s Attorney, if any, as required by R. 6:6-3(b), that a judgment  
for possession should be entered by default in this case;

And the landlord having shown that there  is  is not rent due and owing to the  
Landlord in the amount of \_\_\_\_\_ and a judgment for possession should enter in  
this case;

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_,

Default Judgment for Possession is hereby entered in favor of the Plaintiff/Landlord for  
the property at issue in the Complaint; and

A Warrant of Removal allowing the landlord to take possession of the property may be issued after [system will calculate and insert date].

---

Clerk of the Superior Court

**NOTE:** Landlords cannot evict tenants themselves; Special Civil Part Officers are the only individuals authorized to evict tenants. Tenants cannot be evicted on a weekend or legal holiday.

**If the tenant does not voluntarily leave, the steps required for eviction are as follows:**

**Step 1 - Entry of Judgment for Possession.** When the court enters a judgment for possession, the court is granting the landlord the legal right to possession of the premises. This may happen if the landlord can prove their case on the day of trial, if the tenant fails to appear and the case is marked as “Default,” or if the landlord and tenant agree to the entry of a judgment for possession.

**Step 2 - Issuance of Warrant of Removal.** Three (3) business days after the judgment for possession is entered, the landlord may ask the court to issue a warrant of removal to a Special Civil Part Officer. The warrant of removal may not be issued until at least three (3) business days after the judgment for possession is entered. A Special Civil Part Officer is the person who serves (delivers) the warrant of removal on the tenant.

**Step 3 - Service of the Warrant of Removal.** The warrant of removal must be served by the Special Civil Part Officer on the tenant by delivering or posting the warrant of removal on the door of the rental property.

**Step 4 –Execution of the Warrant of Removal/ Eviction.** Three (3) business days after the warrant of removal is served, a landlord may request that the Special Civil Part Officer return to the residential rental property a second time to execute the warrant of removal by requiring the tenant to vacate the premises and permitting the landlord to change the locks. **This is when the eviction (lockout) is completed.**

**Summary -** Adding the days above, a residential tenant cannot be evicted any earlier than eight (8) calendar days after a judgment for possession has been entered. In non-payment of rent cases, even after an eviction by a Special Civil Part Officer, a residential tenant may be able to return to stay in the rental property if the tenant pays the landlord all rent due plus proper costs up to three (3) business days after the eviction. (see options below)

**Other options After a Judgment for Possession is entered are as follows:**

- A. **Agreement.** After a judgment for possession has been entered (Step 1 above), a landlord and tenant can still try to make an agreement to stop an eviction. If the landlord and the tenant agree, the agreement should be in writing and a copy of the agreement may be filed with the court.
- B. **Paying all Rent Due and Owing.** By law, a tenant can pay all rent due and owing plus proper costs up to three (3) business days after the eviction (Step 4 above). The landlord

must accept this payment and/or cooperate with a rental assistance program or bona fide charitable organization that has committed to pay the rent.

- C. **Asking the Court for Relief.** A tenant can apply for relief to the court. To do so, a tenant must file:
- (1) An application for orderly removal requesting up to seven (7) more calendar days to move out if there is a good reason;
  - (2) A motion requesting dismissal with prejudice of the nonpayment of rent action because the residential tenant paid all rent due and owing plus proper costs, or because the landlord refused to accept the residential tenant's payment, within three (3) business days following the eviction; or an order to show cause because the landlord refused to cooperate with a rental assistance program or bona fide charitable organization that has committed to pay the rent;
  - (3) An application for a hardship stay which delays the eviction based on the unavailability of other housing accommodations. That delay cannot be for more than six (6) months from entry of the judgment for possession, and the tenant will have to pay all rent and proper costs.

A tenant can also file a motion under Rule 4:50-1 requesting that the judgment for possession be vacated (reversed) and the complaint dismissed, if the tenant can show good reason such as mistake or excusable neglect, fraud, misrepresentation or other misconduct by an adverse party, newly discovered evidence or any other reason justifying relief from the judgment for possession.

**Attachment K**

**ORDER PREPARED BY THE COURT**

\_\_\_\_\_

Plaintiff,

v.

Defendant (s)

SUPERIOR COURT OF NEW JERSEY  
CIVIL LAW DIVISION  
XXXXXXXXXX COUNTY

DOCKET No. \_\_\_\_-LT-  
RESIDENTIAL

***CIVIL ACTION***

**JUDGMENT FOR POSSESSION  
[BY CONSENT] [AFTER  
BREACH]**

\_\_\_\_\_

This matter having come before the court by way of [complaint] or [request] filed by the Plaintiff/ Landlord \_\_\_\_\_ [represented by [attorney name] if applicable] for entry of judgment for possession against Defendant/Tenant(s) \_\_\_\_\_ [represented by [attorney name] if applicable] [based on a settlement agreement reached between the parties for a consent judgment by possession] OR [for failure to comply with the terms of the parties' settlement agreement and the Plaintiff/Landlord having submitted the certification and supporting documents of Plaintiff/Landlord and Landlord's attorney, if any, as required by R. 6:7-1(e),] that a judgment for possession should be entered in this case, [and any opposition having been received], and for other good cause having been shown;

**IT IS** on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

**ORDERED** that a Judgment for Possession is hereby entered for the property at issue in the Complaint.

---

[Judge name]

**NOTE:** Landlords cannot evict tenants themselves; Special Civil Part Officers are the only individuals authorized to evict tenants. Tenants cannot be evicted on a weekend or legal holiday.

**If the tenant does not voluntarily leave, the steps required for eviction are as follows:**

**Step 1 - Entry of Judgment for Possession.** When the court enters a judgment for possession, the court is granting the landlord the legal right to possession of the premises. This may happen if the landlord can prove their case on the day of trial, if the tenant fails to appear and the case is marked as “Default,” or if the landlord and tenant agree to the entry of a judgment for possession.

**Step 2 - Issuance of Warrant of Removal.** Three (3) business days after the judgment for possession is entered, the landlord may ask the court to issue a warrant of removal to a Special Civil Part Officer. The warrant of removal may not be issued less than three (3) business days after the judgment for possession is entered. A Special Civil Part Officer is the person who serves (delivers) the warrant of removal on the tenant.

**Step 3 - Service of the Warrant of Removal.** The warrant of removal must be served by the Special Civil Part Officer on the tenant by delivering or posting the warrant of removal on the door of the rental property.

**Step 4 –Execution of the Warrant of Removal/ Eviction.** Three (3) business days after the warrant of removal is served, a landlord may request that the Special Civil Part Officer return to the residential rental property a second time to execute the warrant of removal by requiring the tenant to vacate the premises and permitting the landlord to change the locks. **This is when the eviction (lockout) is completed.**

**Summary -** Adding the days above, a residential tenant cannot be evicted any earlier than eight (8) calendar days after a judgment for possession has been entered. In non-payment of rent cases, even after an eviction by a Special Civil Part Officer, a residential tenant may be able to return to stay in the rental property if the tenant pays the landlord all rent due plus proper costs up to three (3) business days after the eviction. (see options below)

**Other options After a Judgment for Possession is entered are as follows:**

- A. **Agreement.** After a judgment for possession has been entered (Step 1 above), a landlord and tenant can still try to make an agreement to stop an eviction. If the landlord and the tenant agree, the agreement should be in writing and a copy of the agreement may be filed with the court.
- B. **Paying all Rent Due and Owning.** By law, a tenant can pay all rent due and owing plus proper costs up to three (3) business days after the eviction (Step 4 above). The landlord must accept this payment and/or cooperate with a rental assistance program or bona fide charitable organization that has committed to pay the rent.

C. **Asking the Court for Relief.** A tenant can apply for relief to the court. To do so, a tenant must file:

- (1) An application for orderly removal requesting up to seven (7) more calendar days to move out if there is a good reason;
- (2) A motion requesting dismissal with prejudice of the nonpayment of rent action because the residential tenant paid all rent due and owing plus proper costs, or because the landlord refused to accept the residential tenant's payment, within three (3) business days following the eviction; or an order to show cause because the landlord refused to cooperate with a rental assistance program or bona fide charitable organization that has committed to pay the rent;
- (3) An application for a hardship stay which delays the eviction based on the unavailability of other housing accommodations. That delay cannot be for more than six (6) months from entry of the judgment for possession, and the tenant will have to pay all rent and proper costs.

A tenant can also file a motion under Rule 4:50-1 requesting that the judgment for possession be vacated (reversed) and the complaint dismissed, if the tenant can show good reason such as mistake or excusable neglect, fraud, misrepresentation or other misconduct by an adverse party, newly discovered evidence or any other reason justifying relief from the judgment for possession.

**Attachment L**

Name: \_\_\_\_\_  
NJ Attorney ID Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email: \_\_\_\_\_

\_\_\_\_\_,  
Plaintiff,  
v.  
\_\_\_\_\_,  
Defendant.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION, SPECIAL CIVIL PART  
\_\_\_\_\_ COUNTY  
LANDLORD TENANT  
DOCKET NUMBER: LT \_\_\_\_\_

CIVIL ACTION

**REQUEST FOR RESIDENTIAL  
WARRANT OF REMOVAL**

I \_\_\_\_\_ [name] \_\_\_\_\_ am requesting a Warrant of Removal be issued in this matter and hereby certify and say:

1. I am the (check one):  landlord,  general partner of the partnership, or  authorized officer or agent of a corporation or limited liability company that owns the premises in which tenant(s) resides in this matter.
2. On [insert date], a landlord/tenant summary dispossession action was filed in the Special Civil Part of the Law Division.
3. A Judgment for Possession  by consent  after default  at trial was issued in this action on [insert date].
4. **EITHER:** The rental property that is the subject of this lawsuit is subject to the CARES Act, 15 USC 9058. On \_\_\_\_\_ I provided the tenant(s) with 30 days' notice to vacate the property pursuant to Section 4024(c) of the CARES Act via \_\_\_\_\_ [insert means of service] \_\_\_\_\_.
5. **OR:** The rental property that is the subject of this lawsuit is not subject to the CARES Act. I submitted CARES Act certification on \_\_\_\_\_ [insert date] \_\_\_\_\_ and no 30-day notice is required.
5. I am aware that I have a continuing obligation under Rule 1:4-8 to amend this

certification if a reasonable opportunity for further investigation or discovery indicates that any of the above may be incorrect.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name of Landlord, Partner, Agent or Officer)

\_\_\_\_\_  
(Signature of Landlord, Partner, Agent or Officer)

# Attachment M

## RESIDENTIAL WARRANT OF REMOVAL (Una traducción al español comienza en la página 3)

Docket No.: \_\_\_\_\_

Superior Court of New Jersey  
Law Division, Special Civil Part  
Landlord/Tenant Section Any County  
(Court Address -- 1st Line)  
(Court Address -- 2nd Line)  
City, NJ 00ZIP  
Phone No. (XXX) XXX-XXXX

Plaintiff's Name  
Plaintiff(s) - Landlord(s)  
- vs -  
Defendant's Name  
Defendant(s) - Tenant(s)  
(Address -- 1st Line)  
(Address -- 2nd Line)  
City, NJ 00ZIP

### WARRANT OF REMOVAL

To: Name of Defendant  
(Tenant(s))

You are to vacate and remove all of your possessions from the above address within three business days after receiving this warrant. Do not count Saturday, Sunday and legal holidays in calculating the three days. If you do not move within three days, a Special Civil Part Court Officer will remove all persons from the property at any time between the hours of 8:30 a.m. and 4:30 p.m. on or after \_\_\_\_\_ (month) (day), \_\_\_\_\_ (year), and will require the tenant to vacate the premises and permit the landlord to change the locks. You must leave with your property by 8:30 a.m. on \_\_\_\_\_ (date) unless you have an order from a judge allowing you to stay longer. Afterward, your possessions may be removed by the landlord, in accordance with N.J.S.A. 2A:18-72 *et seq.*

It is a crime for a tenant to damage or destroy a rental property to retaliate against a landlord. In addition to imposing criminal penalties, the court may require a tenant to pay for any damage.

You may be able to stop this warrant and remain in the property if you apply to the Special Civil Part Court for relief. You may apply for relief by delivering a written request to the Office of the Special Civil Part and to the landlord or landlord's attorney. **Your request must be received by the Office of the Special Civil Part within three days after this warrant was served or you may be locked out.** Before stopping this warrant, the court may include certain conditions, such as the payment of rent.

You can also file a motion under Rule 4:50-1 requesting that the judgment for possession be vacated (reversed) and the complaint dismissed, if you can show good reason such as mistake or excusable neglect, fraud, misrepresentation or other misconduct by an adverse party, newly discovered evidence or any other reason justifying relief from the judgment for possession.

If you were sued for nonpayment of rent only, you may be able to stop this warrant and remain in the property if you pay all rent due and owing plus proper costs up until the third business day following the eviction. The landlord must accept this payment and/or cooperate with a rental assistance program or charitable organization that has committed to pay the rent.

You may be eligible for housing assistance or other social services. To determine your eligibility, you must contact the welfare agency in your county at \_\_\_\_\_ (address), telephone number (XXX) XXX-XXXX.

Only a Special Civil Part Officer can execute this warrant. It is illegal for a landlord to padlock or otherwise block entry to a rental property while a tenant who lives there is still in legal possession. See the attached Notice Regarding Illegal Eviction for further information. If your property has been taken or you have been locked out or denied use of the rental property by anyone other than a Special Civil Part Officer who is executing a warrant of removal, you can contact the Office of the Special Civil Part for help in (a) requesting an emergency order to return your property and/or put you back into your home; and/or (b) filing a lawsuit requesting money damages. Please have this notice with you when you contact the Office of the Special Civil Part and/or file anything with the court related to this matter.

If you do not have an attorney, you may call the Lawyer Referral Service at (XXX) XXX-XXXX. Si usted puede pagar los servicios de un abogado, pero no conoce a ninguno, puede llamar a las oficinas del Servicio de Recomendación de Abogados del Colegio de Abogados de su Condado. Teléfono: (XXX) XXX-XXXX. If you cannot afford an attorney, you may call Legal Services at (XXX) XXX-XXXX. Si usted no puede pagar un abogado, puede llamar a Servicios Legales: (XXX) XXX-XXXX.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Judge)

\_\_\_\_\_  
Clerk of the Superior Court

**Attachment N**

**APPENDIX XI-G (2) COMMERCIAL WARRANT OF REMOVAL**

(Una traducción al español comienza en la página 3)

Docket

No.: \_\_\_\_\_

Superior Court of New Jersey  
Law Division, Special Civil Part  
Landlord/Tenant Section Any County  
(Court Address -- 1st Line)  
(Court Address -- 2nd Line)  
City, NJ 00ZIP  
Phone No. (XXX) XXX-XXXX

Plaintiff's Name

Plaintiff(s) - Landlord(s)

- vs -

Defendant's Name

Defendant(s) - Tenant(s)

(Address -- 1st Line)

(Address -- 2nd Line)

City, NJ 00ZIP

**COMMERCIAL WARRANT OF REMOVAL**

To: Name of Defendant  
(Tenant(s))

You are to immediately remove all persons and property from the above premises.

You may be able to stop this warrant and remain in the property if you apply to the court for relief. You may apply for relief by delivering a written request to the Office of the Special Civil Part and to the landlord or landlord's attorney. Before stopping this warrant, the court may include certain conditions, such as the payment of rent.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Judge)

\_\_\_\_\_  
Clerk of the Superior Court

---

**(BELOW THIS LINE FOR SPECIAL CIVIL PART OFFICER USE ONLY)**

I hereby certify that I simultaneously served and executed this warrant of removal as follows:

Date and Time Warrant

Served and Executed on

Tenant: \_\_\_\_\_

Method of Service: \_\_\_\_\_

If Unserved, Why: \_\_\_\_\_

Must Vacate By: \_\_\_\_\_

Date Executed/Warrant Posted: \_\_\_\_\_

t: \_\_\_\_\_

Date Executed/Warrant Served on Landlord:

Mileage Charge for Execution: \$ \_\_\_\_\_

Additional Services Charge: \$ \_\_\_\_\_

Additional Services Performed: \_\_\_\_\_

\_\_\_\_\_  
Signature of Special Civil Part Officer

\_\_\_\_\_  
Printed or Typed Name of Special Civil Part  
Officer

## Attachment O

### APPENDIX XI-G(3) EXECUTION OF RESIDENTIAL WARRANT OF REMOVAL

(Spanish translation)

Docket No.: \_\_\_\_\_

Superior Court of New Jersey  
Law Division, Special Civil Part  
Landlord/Tenant Section Any County  
(Court Address -- 1st Line)  
(Court Address -- 2nd Line)  
City, NJ 00ZIP  
Phone No. (XXX) XXX-XXXX

Plaintiff's Name  
Plaintiff(s) - Landlord(s)  
- vs -  
Defendant's Name  
Defendant(s) - Tenant(s)  
(Address -- 1st Line)  
(Address -- 2nd Line)  
City, NJ 00ZIP

#### NOTICE REGARDING ILLEGAL EVICTION

To: Landlord XXXXX XXXXX  
Address: XXXXXXXXXXXXX  
City, NJ 00ZIP  
Telephone: (XXX) XXX-XXXX

Attached is the warrant of removal in the above captioned matter. You are hereby advised of the following:

A person commits a disorderly person's offense in violation of N.J.S.A. 2C:33-11.1 if they do any of the following actions after being warned by a law enforcement officer or other public official that the actions are illegal:

- (1) evicts a residential tenant without a warrant of removal issued by a court or without the consent of the tenant; or
- (2) refuses to immediately let the tenant who was evicted this way back into the premises to live there.

A law enforcement officer has the duty to prevent any person from blocking or preventing a tenant from reentering and reoccupying the rental property after the tenant was illegally evicted. Any tenant who was illegally evicted has a right to file a court proceeding and seek repossession of the rental property or damages.

"Illegal eviction" means to enter onto or into the rental premises and hold it by:

- (1) any kind of violence including threatening to kill or injure the tenant;
- (2) words, circumstances or actions which are clearly intended to incite fear, apprehension or a sense of danger in the tenant;
- (3) putting the personal property or furniture of the tenant outside;
- (4) entering peacefully and then, by force or threats, putting the tenant out;
- (5) padlocking or changing the locks;
- (6) shutting off vital services such as heat, electricity and water or causing them to be shut off; or
- (7) any means other than a court officer executing a warrant of removal issued by a court.

A person who is convicted of an offense under this section more than once within a five-year period is guilty of a crime of the fourth degree.

**Attachment P**

**APPENDIX XI-G(4) EXECUTION OF RESIDENTIAL WARRANT OF REMOVAL**

Docket No.: \_\_\_\_\_

Superior Court of New Jersey  
Law Division, Special Civil Part  
Landlord/Tenant Section Any County  
(Court Address -- 1st Line)  
(Court Address -- 2nd Line)  
City, NJ 00ZIP  
Phone No. (XXX) XXX-XXXX

Plaintiff's Name  
Plaintiff(s) - Landlord(s)  
- vs -  
Defendant's Name  
Defendant(s) - Tenant(s)  
(Address -- 1st Line)  
(Address -- 2nd Line)  
City, NJ 00ZIP

EXECUTION OF RESIDENTIAL  
WARRANT OF REMOVAL

To: Name of Special Civil Part  
Officer

Per the attached warrant of removal, you are hereby commanded to dispossess the residential tenant(s) and place the landlord in full possession of the premises listed above. Local police departments are authorized and requested to provide assistance, if needed, to the Special Civil Part Officer executing this warrant.

To: Law Enforcement Officers

Residential tenants evicted without a warrant of removal are entitled to reenter and reoccupy the premises and shall not be considered trespassers or chargeable with any offense provided that a law enforcement officer is present at the time of reentry. It is the duty of the law enforcement officer to prevent the landlord or anyone else from obstructing or hindering the reentry and re-occupancy of the dwelling by a tenant who was evicted without a warrant of possession executed by a Special Civil Part Officer.

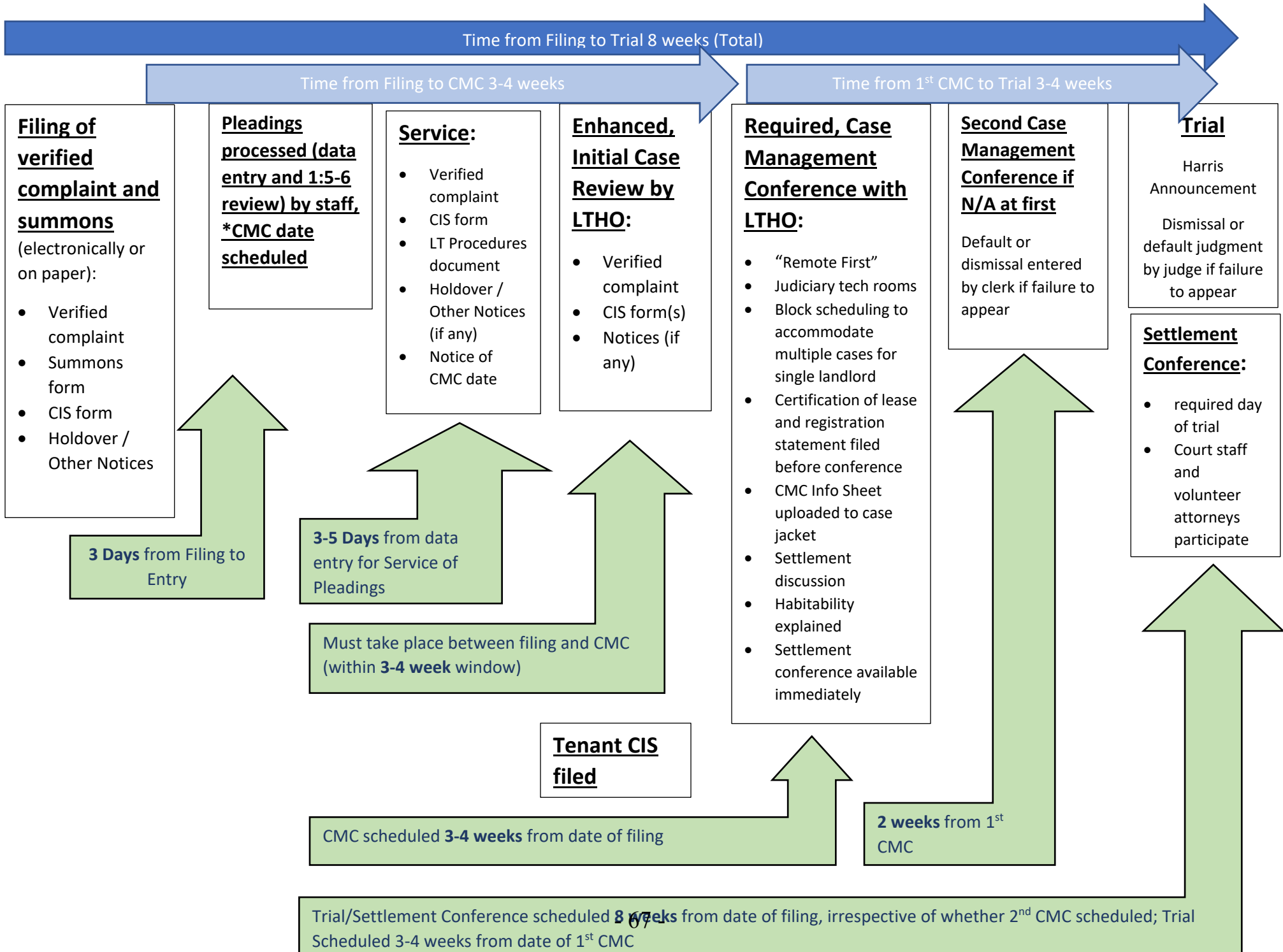
I hereby certify that I served and executed this Residential Warrant of Removal and Notice Regarding Illegal Eviction, as follows:

Date First Served: _____	Method of Service: _____
If Unserved, Why: _____	Must Vacate By: _____
Date and Time Executed: _____	Date Executed Warrant Posted: _____
Date Executed Warrant Served on Tenant: _____	Date Executed Warrant Served on Landlord: _____
Mileage Charge for Execution: \$ _____	Additional Services Charge: \$ _____
Additional Services Performed: _____	

\_\_\_\_\_  
Signature of Special Civil Part Officer

\_\_\_\_\_  
Printed or Typed Name of Special Civil Part  
Officer

# Attachment Q





**ADMINISTRATIVE OFFICE OF THE COURTS**

**STUART RABNER**  
CHIEF JUSTICE

**GLENN A. GRANT, J.A.D.**  
ACTING ADMINISTRATIVE DIRECTOR OF THE COURTS

**APRIL 2021**