

NOTICE TO THE BAR

LANDLORD TENANT – REVISIONS TO FORMS TO CONFORM TO IN-PERSON, FORMAT FOR TRIALS AND CONSEQUENCES FOR A PARTY’S NON- APPEARANCE AT A CASE MANAGEMENT CONFERENCE.

This notice promulgates updated versions of six landlord tenant forms, which have been revised to reflect the in-person format of landlord tenant trials, as established by the Supreme Court in its [October 27, 2022 \(“Future of Court Operations 2.0”\) Order](#), and consequences for a party’s non-appearance at a mandatory case management conference, as provided by the Court’s [December 16, 2022 Order](#).

The following attached forms have been updated to reflect those two adjustments to landlord tenant procedures:

- 10288 Information for Residential Tenants
- 10289 Information for Landlords
- 10887 Appendix XI-S (Landlord Tenant Trial Information)
- 11483 Landlord Tenant FAQs
- 12822 Landlord Tenant Procedures Notice
- 12922 Landlord Tenant Information Sheet

The above forms also are available on the Judiciary’s website, njcourts.gov.

Questions regarding this notice may be directed to the Civil Practice Division at (609) 815-2900 ext. 54900.



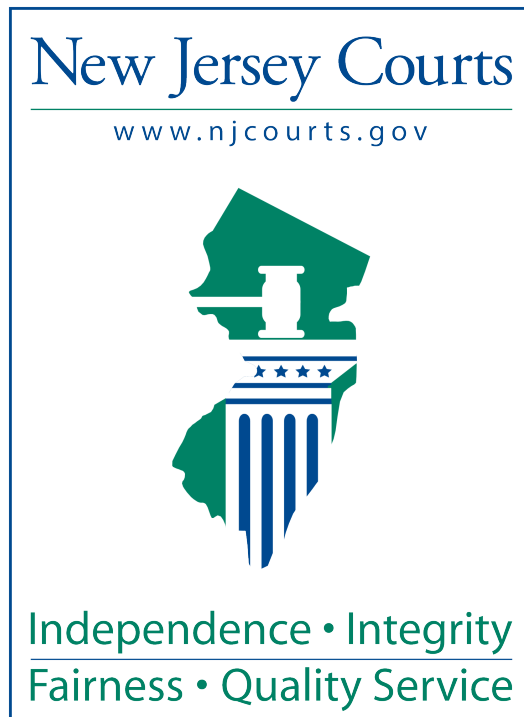
Glenn A. Grant
Administrative Director of the Courts

Dated: June 12, 2023

CN 10288

Information for Residential Tenants

New Jersey Judiciary
Information for
Residential Tenants



Superior Court of New Jersey
Law Division
Special Civil Part
Landlord Tenant Section

Background

In New Jersey, you cannot be evicted without a judgment (court decision) from the New Jersey Superior Court. You have the right to appear in court to defend yourself against an eviction in the Landlord Tenant section of the Superior Court of New Jersey, Special Civil Part.

This brochure gives you general information about your rights as a tenant and how eviction proceedings can happen. It is not intended to take the place of legal advice and it cannot answer every question you might have about your situation. Situations involving commercial rental units, seasonal rentals or rentals where the owner lives on-site and there are only one or two rental units, could be subject to additional laws.

If you want legal advice, you should contact a lawyer. If you do not have a lawyer, your county bar association can help you to find a lawyer. If you cannot afford a lawyer, contact Legal Services of New Jersey (LSNJ) to see if you are eligible for free legal services (<https://www.lsnj.org/LegalServicesOffices.aspx>). Information about legal resources is also available online at njcourts.gov.

Court staff can give you a list of agencies that might 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 <https://www.nj.gov/dca/divisions/dhcr/> or njcourts.gov.

A tenant or landlord who is a corporation or a limited liability partnership must be represented by a New Jersey attorney in all matters filed in the Landlord Tenant section.

Reasons a Landlord Can Evict You

The following is a list of some of the reasons a landlord could request to have you evicted:

- You failed to pay rent.
- You have frequently been late in paying rent.
- You have repeatedly acted in a disorderly manner.
- You have caused destruction or damage to the property.
- You have violated the terms of the lease or other document.
- You have been convicted of a drug offense.

Note: For all the reasons listed above, except the failure to pay rent, the landlord must give you written notice asking you to stop the behavior before filing for an eviction. Copies of these notices asking you to stop or remedy the behavior *must be attached to the complaint (the court document)* that the landlord files with the court.

If your landlord is suing you only because you have not paid your rent, you cannot be evicted if you pay all the money that you owe by the close of business on the day of the trial or up until

three business days after you have been evicted, plus any proper court costs that the landlord incurred.

If you pay on the day of trial, you **must** pay with cash, certified check or money order made payable to the *Treasurer, State of New Jersey*. The court cannot accept personal checks. The landlord is not required to accept personal checks; they cannot require you to pay by direct or electronic funds deposit. The landlord must provide a receipt for any cash rent payment and must cooperate with any charitable organization or rental assistance program that commits to pay a tenant's rent.

Settlements Before the Day of Trial

If you and the landlord reach an agreement (settlement) *before the day of the trial*, you must still attend to court in order for the agreement to be reviewed and approved by the judge. You must bring an **original copy** of the signed agreement.

Case Management Conference

A mandatory case management conference will be scheduled in your case. You are required to attend the conference. Most conferences will be conducted virtually, and you will not be required to come to the courthouse. During the conference, you will meet with court staff who will gather information from you and provide information on housing, legal and utilities assistance or other pertinent information. You will also be given the opportunity to try to settle your case without having to go to trial. You will receive a notice from the court scheduling the conference with more detailed information. *Failure to appear at the conference will result in dismissal of the complaint if you are the landlord or entry of default if you are the tenant.* If you cannot attend, you must contact the court in advance to reschedule.

Tenant Case Information Statement (TCIS)

Tenant(s) must complete a Case Information Statement and file it with the court at least 5 days prior to the Case Management Conference. The TCIS can be found at njcourts.gov. The information contained in the Case Information Statement is not admissible as evidence.

Preparing for Trial

As the tenant, you must attend court to defend against the landlord's claims against you. You cannot submit a written statement. Any witnesses for your case must attend court with you; the court will not accept a written statement signed by a witness. If you do not have an attorney, you will have to question your own witnesses. It is a good idea to prepare any questions you will ask your witnesses in advance. You should contact the court to arrange to submit evidence for your case.

Be prepared to present all records that will help you prove your case. Some of these records could include:

- Rent receipts, cancelled checks, money orders.
- A copy of your lease, preferably the original.

- Letters and notices to, or from, the landlord.
- Photographs.
- Other documents that you believe will help you defend the case being made against you.

Note: if any of your photos or other proof was saved to your phone, you must print them out.

If you have not paid rent because the landlord did not make repairs or maintain the residence, you must prove to the court that the problems are serious and that they are affecting your ability to live in the unit.

Important: In all cases, you should bring to court all the money the landlord says that you owe *even if you do not agree with the landlord*. If the court determines that you legally owe the rent, it does not matter why you did not pay. Unfortunately, an illness, a lost job or unexpected medical expenses are not legal reasons for you to not pay your rent. If it is determined that you owe the money and the landlord does not want to work out some sort of payment plan with you, then you must pay the full amount due by the close of business on the day of court or the court could issue a judgment for possession. A judgment for possession means your landlord won the case against you and can have you removed from the property. It is the first step toward an eviction.

You must pay with cash, certified check or money order made payable to the *Treasurer, State of New Jersey*.

Day of Trial

Both you and the landlord must attend court at the time and date stated on the trial notice. Be prepared to present all the evidence and witnesses you need to defend yourself. A list of all of the cases will be announced at the beginning of court. You must respond when your name is called.

1. IF YOU DO NOT ATTEND COURT (*default*) - the case will be defaulted in favor of the landlord. This decision against you can result in your being evicted.
2. IF THE LANDLORD DOES NOT ATTEND COURT (*dismissal*) - the case will be dismissed.
3. IF YOU BOTH ATTEND COURT:
 - You and the landlord can be asked to work with a neutral party to try to resolve your case. If you and the landlord come to an agreement, you will have to complete the appropriate forms, which the judge must review and approve, before the court will accept your agreement.
 - If you do not come to an agreement, the judge will hear your case. The judge will either grant or deny a judgment for possession. A judgment for possession means your landlord won the case against you and can have you removed from the property. It is the first step toward eviction.

Judgment for Possession and Warrant of Removal

If a judgment for possession is entered, the landlord can take steps to have you evicted. If you do not leave the residence, a Special Civil Part Officer, not the landlord, will serve you with a warrant of removal. This is an official court order for you to leave the premises. When you are served with a warrant of removal, you must leave the premises within *three business days*. If you do not, the landlord can request the Special Civil Part Officer to evict you.

After Judgment for Possession

There are still things that you can do after your court date that could change your outcome; however, you must notify the landlord if you decide to pursue any of these actions with the court:

- You can pay the landlord all the rent due and owing plus any proper court costs within three business days of the eviction; the landlord must then provide a notice or letter to the Court to dismiss your case with prejudice within *two business days*. If the landlord refuses to accept your payment or fails to send the letter or notice to the court, you can file a motion (a written request) asking the court to dismiss your case with prejudice.
- You can request an Order for Orderly Removal, a court order which grants you more time to move out; usually no more than seven calendar days.
- If you have all the money to pay but it is three business days **AFTER** an eviction; you can request a hardship stay which could stop the eviction for up to six months. You cannot apply for a hardship stay unless you pay all the money you owe to the landlord, plus any costs. If you pay all the money you owe and you are granted a hardship stay, you must still comply with the original lease and pay all your rent during the stay.
- You can apply to the court to vacate (cancel) the judgment for possession. This request is not granted often and requires unique legal circumstances.

Contact the Office of the Special Civil Part as soon as possible to apply for any of the above.

Enforcement of Agreements

If you feel that the landlord is not following or complying with the agreement you signed in court, you must write and submit a certification to the court. A certification is a statement, written and signed by you, that explains why you believe the landlord has violated your agreement. **At the end of your statement, you must include the following text:**

“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.” Make sure you sign and date the document below the statement.

You must mail or drop off the signed certification to the court and then send a copy by regular and certified mail to your landlord. If your landlord has an attorney, you can send the certification by regular mail to the attorney instead of to the landlord. You may also submit

your signed certification to the court through the Judiciary Electronic Document Submission (JEDS), which can be found at njcourts.gov.

Residential Security Deposit

In New Jersey, a landlord can only charge up to 1½ months' rent as a security deposit. The landlord requires the security deposit in order to pay for any damage done to the unit or to cover unpaid rent after you leave. The landlord must deposit your security deposit into an interest-bearing account within 30 days of receiving the money from you.

The landlord must notify you in writing, within 30 days of receiving your deposit, the following information:

1. The name and address of the bank where the money has been deposited.
2. The amount of the deposit.
3. The type of account.
4. The current interest rate of that account.

The landlord must send you an updated statement providing the same information *every year*, or within 30 days if:

- The deposit is moved to another account or bank, or
- The bank merges with another bank, or
- The rental property is sold.

The landlord must either pay you the amount of the annual interest in cash or must credit the amount of the annual interest toward the payment of rent.

The landlord cannot deduct any money from your security deposit until after you have moved out of the residence. If the landlord wants to use your security deposit to pay for damage or for rent that you owe, they must notify you in writing within 30 days after you move out of the residence. It is your responsibility to provide the landlord with your new address so that the landlord can contact you about your security deposit. If you owe more money than the amount of your security deposit and/or caused damage to the property beyond normal wear and tear, the landlord can file a lawsuit against you for the additional amount you owe. If you believe that the landlord has not complied with any of their security deposit requirements under the law, you can also file a separate lawsuit against the landlord for your damages.

Illegal Eviction or Lockout

A landlord cannot evict you or remove your belongings from a rental premise without first obtaining a judgment for possession and then a warrant of removal from the court. Only a Special Civil Part Officer can perform the eviction on behalf of a landlord. *It is illegal for the landlord to force you out by changing the locks, padlocking the doors or by shutting off gas, water or electricity.* A landlord also cannot take possession of your personal belongings or

furniture to try to force you to pay rent. If you have been illegally locked out of your residence, you can file a complaint at the county courthouse. (See CN 10916 - [How to Apply for the Return of Your Personal Property or to Return to Your Rental Premises.](#)) In your complaint, you can request to be allowed back into your residence, and you can also request monetary damages. Forms are available in the Special Civil Part Office or at njcourts.gov.

Recovering Your Legal Fees (if any) or Rent Credits

If you signed a lease *on or after February 1, 2014* that states that you, the tenant, could be responsible for the landlord's legal fees or expenses or that those costs can be recovered as additional rent, then you have the same right to be reimbursed by the landlord for your own legal fees or expenses if you successfully defend yourself. However, if you avoid your eviction simply by paying all the rent you owe and you had no valid reason for not having paid the rent when it was due, then you cannot ask for any reimbursement of your expenses or attorney fees.

This brochure is published by the
New Jersey Judiciary
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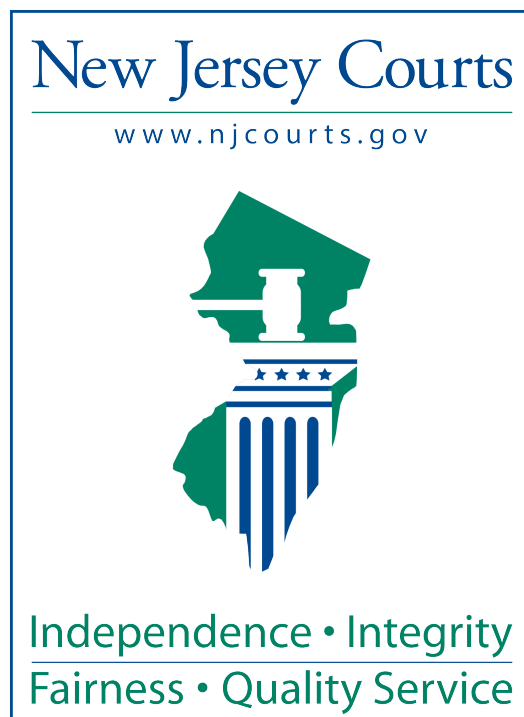
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CN 10289

Information for Landlords

New Jersey Judiciary

Information for Landlords



Superior Court of New Jersey
Law Division
Special Civil Part
Landlord Tenant Section

Background

Most disputes between landlords and tenants are resolved by the Landlord Tenant section of the New Jersey Superior Court, Special Civil Part.

This brochure gives you general information about the Landlord Tenant section. It is not intended to provide or take the place of legal advice or to answer every question you might have about this court.

For legal advice about your rights, you should contact a lawyer. If you do not have a lawyer, you can contact the lawyer's referral service of your county bar association.

A landlord or tenant that is a corporation or limited liability partnership must be represented by a New Jersey attorney in all matters filed in the Landlord Tenant Section.

How Tenants Pay Rent

As the landlord, you cannot require residential tenants to pay rent by direct or electronic funds deposit, you must provide a receipt for any cash rent payment and must cooperate with any charitable organization or rental assistance program that commits to pay a tenant's rent.

Typical Landlord and Tenant Complaints

The following is a general list of some of the reasons you might file a complaint in the landlord tenant section:

- Failure to pay rent.
- Continued disorderly conduct.
- Destruction or damage to property caused willfully or by gross negligence.
- Habitual lateness in paying rent.
- Violation of rules and regulations, after written notice to comply, as outlined in a lease or other document.
- Tenant's conviction for a drug offense.
- Before filing complaints about conduct, you must give a tenant a written notice to stop, or cease, the particular conduct. Only when a tenant continues that conduct, after the notice to stop, can you try to have the tenant evicted. Also, complaints for reasons other than non-payment of rent generally require notice ending the tenancy. These notices must be attached to the complaint at the time of filing. In accordance with federal law, public housing residences require you to send a copy of the complaint and any eviction notice to the Public Housing Authority ("PHA") on or before the date the complaint is filed.
- You cannot file a complaint in the landlord tenant section to collect the unpaid rent after receiving a judgment for possession. Claims to collect back rent must be filed in the regular Special Civil Part or small claims section, depending upon the amount of rent owed.

Filing a Complaint

You must file electronically through Judiciary Electronic Document Submission (JEDS), through the mail, or in person at the Special Civil Part Office in the county where the rental premises are located. The facts contained in the complaint supporting the action must be verified by you, as the person who has personal knowledge of those facts, not your attorney (if you have one).

When filing a complaint, you must complete the landlord tenant summons and complaint, and a Landlord Case Information Statement (LCIS) which are online at njcourts.gov or available at the Special Civil Part Office. You must submit an original summons and complaint, plus two additional copies of both, for each tenant named in the complaint unless you file electronically on JEDS. You must specify the type of complaint you are filing, as indicated on the form. All completed forms must be signed. You will be notified by postcard when to appear in court.

Fees

The list of fees for filing a complaint, a warrant of removal and service in the Landlord Tenant Section is available at njcourts.gov or by calling the Special Civil Part Office in the county where the rental premises are located. Make your check or money order payable to the *Treasurer, State of New Jersey*.

Settlements

If the case is settled *before the trial date*, you should contact the court regarding any agreement. Settlements on the day of trial are described under the section titled “Day of Trial.”

Case Management Conference

A mandatory case management conference will be scheduled in your case. You are required to attend the conference. Most conferences will be conducted virtually, and you will not be required to come to the courthouse. During the conference, you will meet with court staff who will gather information from you and provide information on housing, legal and utilities assistance or other pertinent information. You will also be given the opportunity to try to settle your case without having to go to trial. You will receive a notice from the court scheduling the conference with more detailed information. *Failure to appear at the conference will result in dismissal of the complaint if you are the landlord or entry of default if you are the tenant.* If you cannot attend, you must contact the court in advance to reschedule.

Landlord Case Information Statement (LCIS)

Landlord(s) must complete a Case Information Statement and file it with the court with your complaint. The LCIS form can be found at njcourts.gov. The information contained in the Case Information Statement is not admissible as evidence.

Preparing for Trial

As the landlord, you must attend court and prove that the statements made in the complaint are true. Arrange to have any witnesses you need to prove your case attend court. A written statement, even if made under oath, cannot be used in court. Only actual in-court testimony of

the witnesses will be allowed. Prepare in advance your questions for the witnesses that will help prove your case.

Be prepared to present all records of any transactions that could help you prove your case. Such records might include:

- Leases, estimates, bills, rent receipts or ledgers.
- Dishonored checks.
- Letters, Photographs.
- Other documents proving your claim.

Note: if any of your photos or other proof was saved to your phone, you must print them out.

Day of Trial

Both you and the tenant must attend court at the time and date stated on the trial notice unless otherwise notified by the court. Be prepared to present evidence and witnesses needed to present your case.

On the trial date, the court will announce all of the cases listed for trial. You must respond when your name is called so the court knows you are present. One of the following can occur:

1. **SETTLEMENT** - The court will encourage you and tenant to settle your case with the assistance of a neutral party. In order for settlements to be enforceable, certain certifications by you and your attorney (if you have an attorney) must be filed with the court. It is important the parties understand what they have agreed to in their settlement. Settlement forms are available in any Special Civil Part Court and require the judge's review and approval for residential tenants representing themselves.
2. **TRIAL** - If the parties cannot settle their case, there will be a trial. The judge will either grant or deny judgment for possession to the landlord.
3. **DISMISSAL** - If you do not attend, the case will be dismissed.
4. **DEFAULT** - If you attend but the tenant does not, the case will be defaulted in your favor. You should submit the following forms within 30 days of the date of default:
 - Certification by Landlord.
 - Certification by Landlord's Attorney. This document is required only if you are represented by an attorney.

These forms are available in any New Jersey Special Civil Part Office and at njcourts.gov. It is strongly suggested that these certification forms be completed and submitted to the court on the trial date. The judgment for possession will not be entered until these forms are filed which must be within 30 days of the day of trial.

Judgment for Possession and Warrant of Removal

If judgment for possession is entered, you will be able to have the tenant evicted by a Special

Civil Part Officer. You cannot personally evict a tenant. Only a Special Civil Part Officer can evict a tenant in New Jersey.

A warrant of removal is an official court order for a tenant to leave the leased premises within *three business days*. The warrant of removal can be issued after the expiration of *three business days*, not including the court day, from the date the judgment for possession is entered. In the case of a seasonal rental, however, the warrant can be issued within two days from the day the judgment for possession is entered. Once the warrant of removal is served on a residential tenant, you must wait *three business days*, which are Mondays through Fridays, excluding legal holidays, before scheduling an eviction. This is accomplished by having a Special Civil Part Officer execute the warrant of removal. A commercial tenant, however, can be evicted when the warrant is served.

A residential tenant can pay you all rent due and owing plus proper costs within three business days after the eviction and you must then send a notice or letter to the court dismissing the case with prejudice within two business days thereafter. You cannot refuse to accept the tenant's full payment or fail to cooperate with a rental assistance program or charitable organization that has committed to pay the tenant's rent. If you refuse to accept the full payment, fail to timely dismiss the case with prejudice upon timely receipt of full payment and all proper court costs and/or cooperate with one of these applicable third parties, you may be subject to a \$500 statutory penalty for each offense.

A tenant can also promptly apply to the court to vacate the judgment under other limited circumstances, obtain an order for orderly removal, which grants up to 7 calendar days of time to move out; or a hardship stay, which can stop the eviction for up to 6 months. A tenant can apply for lawful relief, such as a hardship stay or motion to dismiss, up to 10 days after the tenant has been evicted. The tenant is required to notify you of the application to have the eviction stopped or delayed. When applying for a hardship stay, the tenant is required to pay all rents owed into court, plus costs. The tenant also might be required to pay all future rents into court when due or as otherwise ordered by the judge for the duration of the stay.

Enforcement of Settlements and Consent Judgments

To enforce a settlement agreement or consent judgment that allowed a tenant to either stay or vacate at a time certain while also paying an agreed upon amount, you or the tenant must file a certification, which is a formal statement of the facts of the alleged breach, or violation, and the desired relief. A copy of this certification must be sent to the other party by regular and certified mail or the other party's attorney, if there is one, by regular mail or, if directed to a tenant, it can be posted on the door of the rental premises.

Residential Security Deposit

New Jersey law prohibits you from requiring more than 1½ times the monthly rent as security. Security deposits are generally required to pay for the repair of damage to the leased premises that is more than the cost of normal maintenance and repair.

You must deposit security deposits into an interest-bearing account within 30 days of receipt. You must notify the tenant in writing of the name and address of the depository bank, the amount deposited, the type of account and the current rate of interest for that account, and *annually thereafter*. If you fail to provide this information to the tenant in writing within 30 days of the receipt of the security deposit, moving the deposit to another account or bank, the merger of the bank with another bank, the sale of the property or at the time of each annual interest payment, the tenant can apply the security deposit and any accrued interest toward rent. The tenant must notify you in writing by certified mail if they are doing so. If the tenant is going to apply the security deposit to rent because you failed to pay the annual interest in cash to the tenant or failed to provide the tenant with the annual update of the account information, you have 30 days to rectify these failures.

If the property is sold prior to the termination of the tenancy, you are required to transfer the security deposit to the new owner(s) and notify the tenant in writing. The new owner has a duty to obtain the security deposit from you.

If you want to use the security deposit to pay for damage or rent owed, you must notify the tenant in writing within 30 days after the tenant has vacated the rental premises. It is the responsibility of the tenant to provide you with a forwarding address.

Illegal Eviction

In New Jersey, the only way tenants can be evicted from their rental premises is if a judge permits the eviction after a lawsuit has been decided. As the landlord, you cannot evict a tenant or remove a tenant's belongings from the premises without first obtaining a judgment for possession and warrant of removal.

Arrangements must be made with the Special Civil Part Officer who is assigned to the case to evict the tenant. It is illegal for you to force a tenant out by refusing access, shutting off utilities, changing the locks or padlocking the rental premises. You cannot take possession of personal belongings or furniture in an attempt to force the tenant to pay rent.

If you illegally evict a tenant from the tenant's rental premises, the tenant could file a complaint and order to show cause in the Special Civil Part and be put back into the rental premises by the judge. The tenant could be awarded money damages.

Tenant's Legal Fees (if any) and/or Rent Credits

The judge might order you to pay the tenant's reasonable legal fees or expenses (or both) *if* the following conditions apply:

- you signed a new residential lease agreement *on or after Feb. 1, 2014* and
- the lease agreement provides that you (the landlord) might be entitled to attorney's fees (or expenses) or both, if the tenant fails to comply with the lease terms and,
- the tenant successfully defends against your claim that they failed to comply with the lease terms or successfully proves to the court that *you* failed to comply with the lease terms.

The court has the discretion to award either money damages or a credit against future rent to the tenant. However, the court will not award damages when the tenant simply pays rent that was due under the lease, without other defenses or proofs.

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New Jersey Judiciary
Civil Practice Division

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njcourts.gov

Updated 06/2023

10289

CN 10887

(Rules Appendix XI-S)

Landlord Tenant Trial Information



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. This overview is not intended to take the place of legal advice, but it will give you a general understanding of the process. If you need an interpreter or an ADA accommodation, you should contact the court by phone or email.

A landlord has filed a lawsuit against a tenant to regain possession of their property. This means a landlord wants to evict (also known as “lockout”) a tenant. In order to evict a tenant, the landlord must first get a court order called a judgment for possession. Before that can happen, the tenant has 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 court order called 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 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.

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 njcourts.gov.

Available Resources:

Court staff keep a list of agencies that might 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 <https://www.nj.gov/dca/divisions/dhcr/>. Information about legal resources also is posted online at njcourts.gov.

1. Appearing on Your Trial Date

Trials will be conducted in person, or, if a party has obtained prior permission from the court, the trial can be conducted virtually. If both the landlord and the tenant are present on the scheduled trial date, the case will be marked READY for trial. If the tenant is not present, the case may be marked “DEFAULT.” This means the landlord will be able to take the next step to have them evicted. **If the landlord is not present or if both parties do not appear, the case can be “DISMISSED.”** This means that the court will close the case. The landlord may need to refile, or the court might order that the landlord cannot refile the case. You will have a chance to ask questions of court staff.

2. Settlements

You will be required to attend a settlement conference before the trial. You will have the opportunity to meet with court staff for the conference.

The landlord and tenant should talk to each other to try to settle their case. Neutral court staff will help. **You are not required to settle the case and you have the right to a trial.** You should settle only if you understand the terms of the agreement and you agree to all of the terms. If you are a tenant and do not comply with the settlement agreement, you can be evicted. If you agree on a settlement, a settlement agreement form must be completed virtually or in person. You are not limited to the contents of the settlement forms, you can add terms or delete parts of the forms. A copy of any settlement agreement will be sent to both the landlord and tenant. **NOTE:** if you are an unrepresented residential tenant, a judge must review and approve the settlement agreement.

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 in person. In some cases, if a party has obtained prior permission from the court, the trial can be conducted virtually, by video. The court expects to hear all cases on the scheduled trial date; however, if your case cannot be heard 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 might 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 the next 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 heard virtually, the court will delay entry of the judgment until the following business day. **Note:** The tenant can 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 landlord and tenant to settle. A settlement is entirely voluntary. For example, a tenant might 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 can happen if the landlord can prove their case on the day of trial, if the tenant does not attend the trial 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 can ask the court to issue a warrant of removal to a Special Civil Part Officer. The warrant of removal cannot 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 can 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.

Important Note - if you are a residential tenant, you cannot be evicted until the landlord follows the steps above. You 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, you might be able to return to stay in the rental property if you pay 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 (See #8/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 (See #8/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.** If you are a residential tenant, you can apply to the court for relief (help) even after an eviction:
- (1) If you need a few more days to move out, you can file an application for orderly removal requesting up to seven (7) more calendar days to move out if there is a good reason;
 - (2) If you have paid the rent or your landlord refused to accept the rent, you can file a motion requesting dismissal with prejudice of the nonpayment of rent action (meaning they cannot refile it). This will only apply if you paid all rent due and owing plus proper costs, or the landlord refused to accept your rent payment, within three (3) business days following the eviction. You can also file if 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) You can file 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 you will have to pay all rent and proper costs.

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.

Court staff can provide tenants with the forms needed to ask for any of the above types of relief.

CN 11483

Landlord Tenant FAQs



Landlord Tenant Frequently Asked Questions

- [Housing, Legal and Utilities Assistance](#)
- [What Types of Claims Are Filed?](#)
- [Where Do I File a Landlord Tenant Complaint?](#)
- [How Do I File a Landlord Tenant Complaint?](#)
- [What Are the Filing Fees?](#)
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- [What Happens to the Residential Security Deposit?](#)
- [The Premises I Am Currently Renting Are Subject to a Pending Foreclosure Action, Will I Be Forced to Move Because of This Foreclosure?](#)

Most disputes between landlords and tenants are resolved by the Landlord Tenant Section of the Special Civil Part court. The Landlord Tenant Section is one of three sections within the Special Civil Part.

The other two sections are Small Claims (SC Docket) and Special Civil Part (DC Docket). You can find brochures and frequently asked questions (FAQs) for all three sections on njcourts.gov.

This FAQ gives general information about the Landlord Tenant Section. It is not intended to provide or take the place of legal advice or to answer every question you might have about the court.

Housing, Legal and Utilities Assistance

Court staff can give you a list of agencies that might 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 <https://www.nj.gov/dca/divisions/dhcr/>. Information about legal resources is also available online at njcourts.gov.

For legal advice about your rights, you should contact a lawyer. If you do not have a lawyer, you can contact the Lawyers' Referral Service of the County Bar Association. If you cannot afford a lawyer, you can contact the Legal Services Program in your county to see if you are eligible to receive free legal services. You can also contact the Legal Services of New Jersey hotline at 1-888-576-5529.

What Types of Claims Are Filed?

A landlord must file a complaint in the Landlord Tenant Section of the Special Civil Part in order to evict a tenant. Common reasons for eviction (lockout) are:

- Failure to pay rent.
- Continued disorderly conduct.
- Willful destruction or damage to property.
- Habitual lateness in paying rent.
- Violation of rules and regulations, after written notice to comply, as outlined in a lease or other document.
- Tenant's conviction for a drug offense.

Before filing a Landlord Tenant complaint for a reason other than non-payment of rent, the landlord must give the tenant written notice to stop particular conduct. Only when a tenant continues that conduct after receiving the notice to stop, can a landlord try to have the tenant evicted. Federal law requires a landlord who owns public housing residences to send a copy of the complaint and any eviction notice to the Public Housing Authority (“PHA”) on or before the complaint is filed with the court.

Landlords or tenants that are corporations, limited liability corporations or limited partnerships must be represented by a New Jersey attorney in all matters filed in the Landlord Tenant Section. No landlord or tenant that is one of these kinds of business entities can send a representative other than a New Jersey licensed lawyer or other court permitted lawyer to court. Partners in a general partnership can represent themselves in the Landlord Tenant section of the Special Civil Part Court.

Where Do I File a Landlord Tenant Complaint?

Landlords must file a Landlord Tenant complaint with the Office of the Special Civil Part in the county where the rental property is located.

How Do I File a Landlord Tenant Complaint?

Landlords must file a *Verified Complaint, Summons and Return of Service* and *Landlord Case Information Statement* with the court. They must also include any notices previously given to tenants that they intended to rely upon at trial. The required forms, as well as a list Special Civil Part offices, addresses, and phone numbers, can be found on the court’s website at njcourts.gov.

If you are a landlord not represented by an attorney, send the required forms and any notices to tenants that you intend to rely upon at trial, along with the appropriate fees, to the court through the mail or by using the Judiciary Electronic Document Submission (JEDS) system. For more information on JEDS, go to njcourts.gov. Attorneys must file through eCourts. Any filings by attorneys on paper or through JEDS will be rejected by the clerk without a refund of the filing fee.

When filing you must include the following:

- Enter your full name, mailing address, email address and telephone number.
- To ensure proper service of the complaint, provide the correct name(s) and address(es) of the person(s) named in the complaint as defendant(s)/tenants. It is important that the defendant/tenant be properly identified as an individual, a sole proprietorship, a partnership or a corporation. If you know the tenant's email address, you must include it where indicated.
- Give all information for the type of complaint being filed, as indicated on the forms.
- Landlord Tenant complaints against residential tenants, for non-payment of rent must be signed and verified by someone with personal knowledge of the facts supporting this complaint. There are other specific facts that must also be included and verified, as stated in the complaint form.
- If you are filing the complaint for reasons other than non-payment of rent, you must attach all applicable notices that you previously sent to the tenant and which you will rely upon at trial.
- Sign and date the completed forms.
- Pay the correct filing and service fees when filing the complaint with the Office of the Special Civil Part.
- If you file through the Judiciary Electronic Document Submission (JEDS) system, the filing fees can be paid by credit card or collateral account. There is a 3% credit card processing fee for this service. If you file by mail, include a check for the filing fees (remember to include the service fee). Your check should be made payable the *Treasurer, State of New Jersey*.

What Are the Filing Fees?

The cost for filing a complaint in the Landlord Tenant Section is:

- \$50 for one defendant/tenant.
- \$5 for each additional defendant/tenant.
- \$7 service fee for the lawsuit to be served on the tenants/defendant(s) by the Special Civil Part Officer.

What Can I expect After the Case is Filed?

Case Management Conference

A mandatory case management conference will be scheduled in your case. You are required to attend the conference. Most conferences will be conducted virtually, and you will not be required to come to the courthouse. During the conference, you will meet with court staff who will gather information from you and provide information on housing, legal and utilities assistance or other pertinent information. You will also be given the opportunity to try to settle your case without having to go to trial. You will receive a notice from the court scheduling the

conference with more detailed information. *Failure to appear at the conference will result in dismissal of the complaint if you are the landlord or entry of default if you are the tenant.* If you cannot attend, you must contact the court in advance to reschedule.

Landlord Case Information Statement (LCIS) and Tenant Case Information Statement (TCIS)

Landlord(s) and tenant(s) must complete a Case Information Statement which must be filed with the court at least 5 days prior to the Case Management Conference. These forms can be found at njcourts.gov. The information contained in the Case Information Statements is not admissible as evidence.

Trial

If your case does not settle, it will be scheduled for trial at least 14 days from the Case Management Conference. You are required to attend the trial. Most trials will be conducted in person. If you are not able to attend in person, contact the Special Civil Part Office to request permission for virtual appearance.

Landlord

If you are the landlord, you must prove the statements made in the complaint are true. Arrange to have available any witnesses you need to prove your case. A written statement, even if made under oath, cannot be used as evidence. Only live testimony of the witnesses will be allowed. Prepare your questions in advance.

Be prepared to present all records of any transactions that might help you prove your case. Such records can include:

- Leases, estimates, bills, rent receipts or ledgers.
- Dishonored checks.
- Letters, photographs.
- Other documents proving your claim.

If you are the landlord and want to withdraw the complaint, immediately call the Special Civil Part Office so that they can mark the case dismissed and cancel any interpreter or special accommodation, if any, that might have been arranged. If you and the tenant settle the case prior to the scheduled trial date, and it is regarding a residential property, the judge might need to review and approve the settlement agreement in the event it needs to be enforced later by any of the parties.

Tenant

If you are the tenant, you can also present evidence which supports your position. Arrange to have available any witnesses you need to prove your case. A written statement, even if made under oath, cannot be used in court. Only live testimony of the witnesses, including your own testimony, will be allowed.

Be prepared to present all applicable records. Such records can include:

- Rent receipts, canceled checks.
- Leases.
- Letters and notices to or from the landlord.
- Photographs.
- Other documents proving your case.

If you have not paid rent because the landlord did not make necessary repairs, you have to prove to the court how serious the problems are and how they are affecting your use of the rented property. If you have not paid your rent, you should have available the amount the landlord claims you owe to court. Only cash, certified check, or money order made payable to the *Treasurer, State of New Jersey*, is acceptable.

What Happens on the Day of Trial?

Both the tenant and landlord must attend the trial in person unless permission for virtual appearance has been approved in advance by the court. Be prepared with all evidence and witnesses needed to present your case. If both the landlord and tenant attend, they will first be required to meet with a court approved settlor in an attempt to settle the case. This person is not a judge and will try to help the landlord and tenant settle their case.

If an agreement is reached, agreement or settlement forms are available so that the agreement can be put in writing. It must be reviewed and/or approved by the judge when the tenant has no attorney representing them and it concerns residential property.

Both the landlord and tenant will be able to present their case to the judge if they are unable to settle their case.

- If the judge decides in favor of the tenant, the case will be dismissed.
- If the judge decides in favor of the landlord, a “*judgment for possession*” will be entered. A judgment for possession is a court order that allows the landlord, within specific time limits, to have the tenant removed from the property (evicted) by a Special Civil Part Officer.

If the landlord fails to appear at the scheduled date and time, the case will be dismissed. If the tenant fails to appear at the scheduled date and time, a default will be entered against the tenant. This means the landlord can apply for judgment against the tenant and the tenant can be evicted if the judgment is granted. A landlord must file the required certification forms, in order to get a default judgment for possession. The landlord, within specific time limits, will then be able to have the tenant removed from the property (evicted) by a Special Civil Part Officer.

If the landlord's complaint is for non-payment of rent and the tenant offers to pay all the rent due, plus court costs, before or on the day of the trial, the landlord must accept the rent and the case will be dismissed. If the landlord does not accept the money, it can be deposited with the

Office of the Special Civil Part. The judgment will not be entered and/or it will get dismissed without prejudice (this means the landlord can re-file the case against the tenant) and the tenant does not have to move out of the property.

If the landlord's complaint is for non-payment of rent and the residential tenant pays all of the rent due and owing, plus proper costs, within three business days after they are evicted, the landlord must accept and advise the court to dismiss the case with prejudice (this means the landlord cannot re-file the case against the tenant). The landlord can be subject to a statutory penalty of \$500 if they:

- fail to accept full payment, plus any proper court costs;
- fail to cooperate with a charitable organization or rental assistance program that had committed to pay the tenant's rent; and/or
- fail to notify the court to dismiss the case with prejudice.

What Happens if the Landlord Obtains a Judgment for Possession?

If a landlord obtains a judgment for possession, the landlord can apply to the Special Civil Part Office for a warrant of removal, which allows the landlord to force the tenant to move out of the rental property (eviction). Three 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 fee for a warrant of removal is \$35 plus a \$7 service fee for the Special Civil Part Officer.

The Special Civil Part Officer must give a *residential* tenant at least three (3) business days to move all persons and belongings from the property. This date does not include holidays, weekends, or the date that the warrant of removal was originally served by the Special Civil Part Officer upon the residential tenant. For *commercial* tenants, no such notification is required, as the officer can serve the warrant for removal and evict the commercial tenant at the same time.

If the residential tenant does not move out after three (3) business days from the date that they were served with the warrant of removal, the landlord must arrange with the Special Civil Part Officer directly to have the residential tenant evicted or locked out. The Special Civil Part Officer will inform the landlord about any other possible fees charged for this eviction, which must be agreed to by the landlord and which cannot be greater than \$75. The landlord pays this fee and a \$7.00 service fee to the Special Civil Part Officer directly.

Following the eviction, the landlord must allow the tenant to remove their personal belongings from the property. If a tenant vacates the rental property but fails to remove their personal belongings, the landlord must still comply with the provisions of the New Jersey Tenant's Abandoned Property statute. The landlord should consult with an attorney for those requirements.

The landlord must apply for the warrant of removal (eviction) within 30 days from the date that the judgment for possession is entered unless the judgment is stopped or stayed (delayed)

through a court order or other written agreement signed by the landlord and the tenant. The landlord must have the Special Civil Part Officer execute the warrant of removal (eviction) within 30 days of the warrant's issuance unless the judgment is temporarily stopped or stayed through a court order or other written agreement signed by the landlord and tenant.

What Can the Tenant do after Judgment for Possession is Entered?

If the landlord's complaint is for non-payment of rent, the residential tenant can pay all the rent due and owing, plus proper costs, up to three business days after they are evicted, and the landlord must send a letter or notice to the court dismissing the case with prejudice (this means the landlord cannot bring the case against the tenant again). The landlord **must accept** this payment from the tenant; however the payment must be in certified funds (cashier's check), money order or cash. The landlord **does not have to accept** the tenant's payment by personal check. A tenant can make a motion to dismiss the case if the landlord failed to provide the required letter or notice to the Court upon their receipt of all rent due and owing, plus proper costs, or if the landlord refused to accept this offer of full payment.

The landlord can be subject to a statutory penalty of \$500 if they:

- fail to accept the full rent due and owing before three business days from the date of the eviction, plus any proper court costs;
- fail to cooperate with a charitable organization or rental assistance program that had committed to pay the tenant's rent; and/or
- fail to notify the court to dismiss the case with prejudice.

A tenant can ask the court for permission to stay in the property due to special difficulties or hardship that moving out might cause. If permission is granted, the tenant cannot stay in the property for more than six months, and all rent due, and future rent due during this "hardship stay," must be paid.

The tenant can also ask for a more temporary stay by asking the court for an Order for Orderly Removal which is typically no longer than 7 calendar days.

Finally, a tenant can file a motion to vacate the underlying judgment for possession but that does not typically stop or stay the eviction process unless otherwise ordered by the court. Any of these requests for relief made by the tenant must be done with notice to the landlord and must be made within 10 days from the date of the eviction.

What Happens to the Residential Security Deposit?

The landlord must place security deposits in an interest-bearing account in a bank or savings and loan association in New Jersey at the time the lease is signed. The landlord must give the tenant written notice of where the money has been deposited within 30 days.

If the landlord does not return the security deposit within 30 days from the date the tenant moves out or vacates the property, the tenant can sue to recover double the amount due, plus court costs and reasonable attorney's fees, if any.

- If the amount is \$5000 or less, the tenant can sue in the Small Claims Section of the Special Civil Part Court.
- If the amount is more than \$5,000, the tenant can sue in the Special Civil Part.
- If the amount is more than \$20,000, the tenant must sue in the civil part section of the Law Division.

The landlord must notify the tenant, within those 30 days from the date that the tenant vacates the rental property, if the landlord intends to keep some or all of the security deposit to pay unpaid rent and/or to pay for the cost of the repairs, if any. If the amount of any damage caused by a tenant plus any unpaid rent is more than the security deposit, the landlord can sue for the additional money.

If a residential building is sold, the seller must turn over each security deposit plus any interest to the buyer and notify each tenant by registered or certified mail.

The Premises I Am Currently Renting Are Subject to a Pending Foreclosure Action, Will I Be Forced to Move Because of This Foreclosure?

A tenant will **NOT** be forced to move because of foreclosure. A residential tenancy is not generally affected by a foreclosure. The fact that the building, in which a tenant is renting goes into foreclosure, does **NOT** in most instances, affect a residential tenant in good standing. The purchaser at the sheriff's sale will take over the building subject to the tenant's rights.

CN 12822

Landlord Tenant Procedures Notice



**New Jersey Judiciary
Superior Court of New Jersey
Law Division, Special Civil Part
Landlord/Tenant Procedures**

The following procedures apply in cases where a landlord is trying to evict (also known as “lockout”) a tenant. Please take the time to read this information and visit the Judiciary website at njcourts.gov for more information about landlord tenant rules and procedures. Both landlords and tenants can 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) and will be served on the tenant(s).

Tenants must 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 five (5) days before the scheduled case management conference otherwise it will be required at the conference.

Court forms for both landlords and tenants are available at njcourts.gov under “Forms Catalog”.

2. Mandatory Case Management Conference

The court will schedule a case management conference virtually (by video). ***Both landlord and tenant must appear at the case management conference, and*** can use Judiciary technology rooms to participate, if necessary. Contact the Special Civil Part Office at _____, ext. _____ to arrange for a room. *Failure to appear at the conference will result in dismissal of the complaint if you are the landlord or entry of default if you are the tenant.* If you cannot attend, you must contact the court in advance to reschedule.

Both the Landlord and Tenant CIS forms must be received at least 5 days before the case management conference. At the conference, court staff will ask questions to gather information for the judge and provide information on housing, legal and utilities assistance or other pertinent information. Both sides will be able to explain their positions. Court staff will then talk to both sides about trying to settle their case.

3. Settlement Conference

The landlord and tenant will be asked to talk to each other to try to settle their case. Neutral court staff will help both sides 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. ***Neither the landlord nor the tenant is required to settle their case and both have the right to a trial.***

4. Settlement Agreements

If both landlord and tenant agree to 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 landlord and tenant to testify about the terms of the agreement on the record in open court. All settlement agreements will be written (or placed on the record), with a copy 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 landlord and tenant must agree to the terms for a settlement.
- Court staff can provide an agreement form which can be completed virtually (by video) or in person. If completed in person, 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 wording of the settlement form can be changed depending on the terms you have agreed upon.
- Make sure that you understand the words in the settlement because if you are a tenant and agree to entry of a judgment for possession and 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 in person. In some cases, trial may be conducted virtually by video, if prior approval is obtained from the court. If the tenant does not appear, the case can be marked "DEFAULT." This means the landlord can apply for a judgment against the tenant and the tenant can be evicted if the judgement is granted. If the landlord does not appear, the case can 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 rental property. This can 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 can 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 cannot 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.

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 can 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, 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://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 njcourts.gov.

Other Options After a Judgment for Possession is Entered

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 can be filed with the court.
2. **Paying all Rent Due and Owing.** 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. For more information visit the landlord tenant page at njcourts.gov.

Contact the Office of the Special Civil Part Office as soon as possible to apply for any of the above. Go to njcourts.gov and search for "Directory of Superior Court Special Civil Part Offices".

Available Resources

Housing, Legal and Utilities Assistance. Court staff can give the parties a list of agencies that might 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 <https://www.nj.gov/dca/divisions/dhcr/>.

Information about legal resources also is available online at njcourts.gov. You can also contact the Legal Services of New Jersey hotline at 1-888-576-5529. LSNJ's Tenants' Rights Manual is available at

<https://proxy.lsnj.org/rcenter/GetPublicDocument/Sites/LAW/Documents/Publications/Manuals/TenantsRights.pdf>

The Ombudsman in your county might be able to provide information regarding organizations and resources that may be available to you. For a list of ombudsmen, go to njcourts.gov and search for "Ombudsman Directory".

If you have additional questions or issues regarding the information above, please send an email to _____ or call the Special Civil Part Office at _____, ext. _____. Please note that Judiciary staff cannot provide legal advice.

CN 12922

Landlord Tenant Information Sheet



New Jersey Judiciary
Superior Court of New Jersey
Law Division, Special Civil Part

Landlord Tenant Information Sheet

This page contains information and resources for cases where a landlord is trying to evict a tenant. Please take the time to read this information and refer to the Judiciary website at www.njcourts.gov for further information on landlord tenant rules and procedures.

Rental Assistance Resources and Information for Court Events

- **Resource Navigators:**

Resource Navigators from the Department of Community Affairs (DCA) might be available at required case management conferences and trials to provide information to parties regarding sources of rental, utility, and other assistance.

- **Rental Assistance:**

Rental assistance might be available through the DCA, state or local programs. Helpful links to some of these programs are available from the DCA at <https://njdca.onlinepha.com> and the Consumer Financial Protection Bureau at: <https://www.consumerfinance.gov/coronavirus/mortgage-and-housing-assistance/renter-protections/find-help-with-rent-and-utilities/>.

- **NJ Eviction and Homelessness Prevention Certification:**

This self-certification process might protect you from eviction if the complaint alleges rent due from March 1, 2020, through August 31, 2021. You can ask the Resource Navigator if this self-certification process is applicable to your case. You can also read more about the process and file an application at <https://covid19.nj.gov/forms/renterform>

- **Pending Rental Assistance Applications:**

If you have an application for rental assistance pending, you can ask the court to reschedule this case with the goal of resolving your case using rental assistance funds. Be prepared to provide proof of the pending application to the court at the time you make your request to reschedule.

Contact Information and Helpful Links to Other Resources

- **Legal Assistance:**

The court system can be confusing. It is a good idea to get a lawyer if you can. If you cannot afford an attorney, you can contact the Legal Services office in the county where you live: <https://www.lsnj.org/LegalServicesOffices.aspx>. You can also call the Legal Services of New Jersey (LSNJ) Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529) or apply online at <https://lsnjlawhotline.org>. If you are not eligible for free legal assistance, you can obtain a lawyer referral from a lawyer referral program in your county at <https://tcms.njsba.com/PersonifyEbusiness/Default.aspx?TabID=2011>.

You can find more information in the LSNJ's Tenants' Rights Manual found at <https://proxy.lsnj.org/rcenter/GetPublicDocument/Sites/LAW/Documents/Publications/Manuals/TenantsRights.pdf>.

Legal help might also be available from other statewide organizations. Some examples are Volunteer Lawyers for Justice and Community Health Law Project. Contact the court ombudsman in your county for more information regarding these organizations and other resources that may be available in your county. For a list of ombudsmen, go to njcourts.gov and search for "Ombudsman Directory".

- **DCAid**

DCA has a variety of assistance programs that might be able to help you with heating costs, prevention of eviction, reduction of utility bills and removal of lead hazards from your home. The screening process for these programs is available at: <https://njdca-housing.dynamics365portals.us/en-US/> or call 1-800-510-3102.

- **New Jersey Housing and Mortgage Finance Agency**

To get free financial counseling related to eviction or possible foreclosure go to <https://www.nj.gov/dca/hmfa> or call 609-278-7400.

- **County and Municipal Welfare Agencies**

County and municipal welfare agencies have programs to help with food and medical expenses. You can find more information about these programs and where to apply at: <https://www.njhelps.org/>.

U.S. Department of Housing and Urban Development (HUD)

HUD has a variety of New Jersey specific assistance resources for both landlords and tenants, including locating a subsidized apartment, applying for public housing, and other affordable housing programs available at https://www.hud.gov/states/new_jersey/renting or call 202-708-1112.