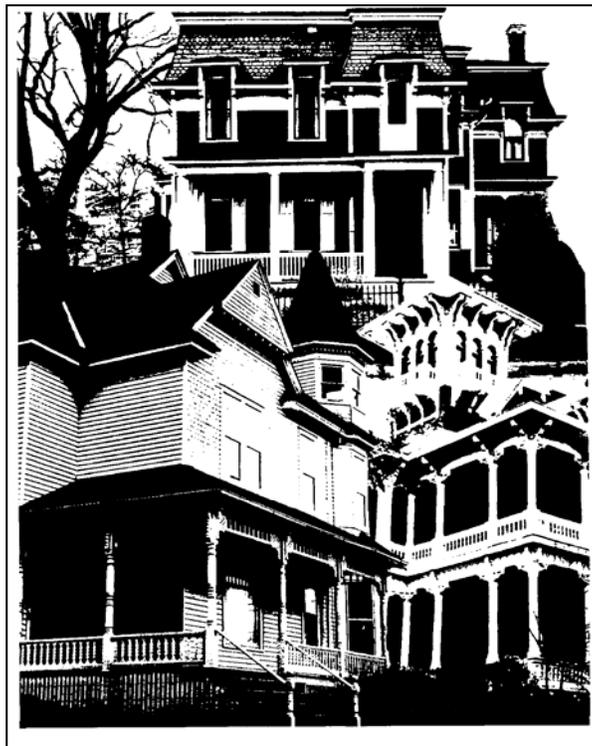


NEW JERSEY JUDICIARY
INFORMATION
FOR
LANDLORDS



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

Most disputes between landlords and tenants are resolved by the Landlord/Tenant Section of the New Jersey Superior Court, Special Civil Part (“Landlord/Tenant Section”).

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 may have about this court.

For legal advice about your rights, you should contact a lawyer. If you do not have a lawyer, you may 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.

Typical Landlord and Tenant Complaints

The following is a general list of some of the reasons a landlord may 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 some complaints, a landlord must give a tenant a written notice to stop (cease) a particular conduct. Only when a tenant continues that conduct, after the notice to stop, can a landlord try to have the tenant evicted. Also, complaints other than non-payment of rent generally require notice ending the tenancy.

A landlord 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

A complaint must be filed with the Special Civil Part Clerk’s Office in the county where the rental premises are located.

When filing a complaint, you must complete the Landlord/Tenant summons and complaint, both of which are available at the Special Civil Part Clerk’s Office. You must submit an original summons and complaint, plus two additional copies of both, for each tenant named in the complaint. You must specify the type of complaint you are filing, as indicated on the complaint form. All completed forms must be signed. You will be notified by postcard when to appear in court.

Fees

The costs for filing a complaint, a warrant of removal and service in the Landlord/Tenant Section can be obtained from the Judiciary’s Website (njcourtsonline.com) or by calling the Special Civil Part’s Clerk’s Office in the county where the rental premises are located. Make a check or money order payable to the *Treasurer, State of New Jersey*.

Settlements

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

Preparation for Trial

As the landlord, you must come to court and prove that the statements made in the complaint are true. Arrange to have in court any witnesses you need to prove your case. *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.

Bring to court all records of any transactions that may help you prove your case. Such records may include:

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

Day of Trial

Both the landlord and the tenant must appear in court at the time and date stated on the summons unless otherwise notified by the court. Bring all evidence and witnesses needed to present your case.

On the trial date, the court will announce all of the cases listed for trial that day so the court knows who is present. One of the following may occur:

1. **TRIAL** - If the parties cannot settle their case, there will be a trial and the judge will either grant or deny judgment for possession to the landlord.
2. **SETTLEMENT** - The court will encourage the landlord and tenant to settle their case voluntarily. In order for settlements to be enforceable, certain certifications by the landlord and the landlord’s attorney (if there is an attorney) must be filed with the court. It is important the parties understand what they have agreed to in their settlement.
3. **DISMISSAL** - If the landlord does not appear, the case will be dismissed.
4. **DEFAULT** - If the landlord appears but the tenant does not, , the case will be defaulted in favor of the landlord. The landlord 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 the landlord is represented by an attorney*).

These forms are available in the Special Civil Part Clerk’s Office or on the Judiciary’s Website (njcourtsonline.com). 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 / Warrant of Removal

If judgment for possession is entered, the landlord will be able to have the tenant evicted by a Court Officer. A landlord cannot personally evict a tenant. Only a Court Officer can evict a tenant.

A warrant of removal can be issued after the expiration of 3 **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 must be issued within 2 days from the day the judgment for possession is entered. Once the warrant of removal is served on a residential tenant, the landlord must wait 3 business days (which are Mondays through Fridays, excluding legal holidays) before an eviction can be scheduled. A commercial tenant, however, can be evicted when the warrant is served.

A tenant may promptly apply to the court 1) to vacate the judgment, (2) to grant more time to move out, or (3) for a hardship stay which may stop the eviction. A tenant can apply for a hardship stay up to 10 days after the tenant has been evicted. The tenant is required to notify the landlord of the application to have the eviction stayed. When applying for a hardship stay, the tenant may be required to pay all rents owed into court, plus costs. Additionally, the tenant may 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, the landlord or tenant must file a certification, which is a formal statement of the facts of the breach (violation) and the desired relief. A copy of this certification must be sent to the other party and the other party's attorney (if there is one) by regular mail or, if directed to a tenant, it may be posted on the door of the rental premises.

Residential Security Deposit

New Jersey law prohibits a landlord 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 and may be applied to unpaid rent.

Security deposits must be deposited by the landlord into an interest bearing account within 30 days of receipt. The landlord 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 the landlord fails to provide this information to the tenant in writing within 30 days of: (1) the receipt of the security deposit, (2) moving the deposit to another account or bank, (3) the merger of the bank with another bank, (4) the sale of the property or at the time of each annual interest payment, the tenant may apply the security deposit and any accrued interest toward rent. Tenants must notify the landlord in writing by certified mail if they are doing so. If the tenant is going to apply the security deposit to rent because the landlord 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, the landlord has 30 days to rectify these failures.

If the property is sold prior to the termination of the tenancy, the landlord is 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 the selling landlord.

If the landlord wishes to use the security deposit to pay for damage or rent owed, the landlord must notify the tenant in writing within 30 days after the tenant has vacated the rental premises. It is the responsibility of tenants to provide the landlord with their new 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. A landlord may not 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 Court Officer who is assigned to the case to evict the tenant and the tenant's belongings. It is illegal for a landlord to force a tenant out by refusing access, shutting off utilities, changing the locks or padlocking the rental premises. Also, a landlord cannot take possession of personal belongings or furniture in an attempt to force the tenant to pay rent.

If a landlord illegally evicts a tenant from the tenant's rental premises, the tenant may file a complaint and order to show cause in the Special Civil Part and be put back into the rental premises by the judge. In addition, the tenant may be awarded money damages.

This brochure is published by the
New Jersey Judiciary
Civil Practice Division

Stuart Rabner
Chief Justice

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

Robert W. Smith
Director, Office of Trial Court Services

Jane F. Castner, Esq.
Assistant Director, Civil Practice

Robert D. Pitt, Esq.
Chief, Special Civil Part Services

Robert J. Piscopo
Administrative Specialist 4

Copyright 2005: New Jersey Judiciary
Office of Communications and Community Relations
(609) 292-9580
njcourtsonline.com

(Content Last Updated 11/2007)