

NOTICE TO THE BAR AND PUBLIC

LANDLORD TENANT – SUPREME COURT ACTION: (1) ADMINISTRATIVE DETERMINATIONS ON THE REPORT AND RECOMMENDATIONS OF THE JUDICIARY SPECIAL COMMITTEE ON LANDLORD TENANT; (2) ESTABLISHMENT OF NEW RESIDENTIAL LANDLORD TENANT PROCESS AS OF SEPTEMBER 1, 2021; AND (3) AMENDMENTS TO THE RULES OF COURT

Administrative Determinations

Published with this notice are the Supreme Court’s Administrative Determinations on the Report and Recommendations of the Judiciary Special Committee on Landlord Tenant (“Special Committee”). The Special Committee’s April 2021 [report](#), which contained 18 recommendations, was published for comment by [notice](#) dated April 21, 2021. Having considered the report and 77 [public comments](#), the Court has reviewed and acted on each of those 18 recommendations, as set forth in the attached Administrative Determinations document.

Consistent with the Court’s Administrative Determinations, two Orders dated July 14, 2021 also are attached: one that establishes the new residential landlord tenant process, and one that amends certain Court Rules so as to implement some of those landlord tenant reforms.

Landlord Tenant Process Order

In furtherance of the Court’s Administrative Determinations, the Court’s first attached July 14, 2021 Order relaxes and supplements various Rules of Court so as to implement a new process for residential landlord tenant cases, effective September 1, 2021. As stated in the Order, the new landlord tenant process is intended to “support greater equity for both tenants and landlords.”

Order Amending Rules of Court and Appendices

Implementation of the Special Committee’s recommendations as approved by the Supreme Court will be accomplished in part through amendments to the Rules of Court and Appendices to those Rules. Accordingly, attached is a separate July 14, 2021 Order, which amends Rule 6:6-4 (“Consent Judgments for Possession and Stipulations of Settlement”) and Appendices XI-G (“Warrant of

Removal”), XI-S (“Landlord Tenant Pre-Calendar Call Instructions”), and XI-V (“Consent to Enter Judgment (Tenant Remains)”), effective September 1, 2021.

Additional New and Revised Forms

As detailed in the Court’s Administrative Determinations, additional new and revised forms also will be promulgated, posted on the Judiciary’s website, and incorporated in the Judiciary’s electronic case management systems on or before September 1, 2021.

Additional Information

The Judiciary is continuing to work closely with the Department of Community Affairs (DCA) and to monitor legislation that would affect landlord tenant proceedings. As noted in the Court’s [July 1, 2021 Order](#) (which established an interim process for mandatory settlement conferences pending implementation of the reforms announced in the attached documents), and in the attached July 14, 2021 Order on new landlord tenant processes, the Court will make adjustments as necessary in light of any actions by the Governor.

[Information](#) about rental assistance and legal assistance for tenants and landlords affected by the COVID-19 pandemic is posted on the Judiciary’s website.

Questions about this notice, the Administrative Determinations on the Report and Recommendations of the Judiciary Special Committee on Landlord Tenant, or the Court’s attached July 14, 2021 Orders may be directed to the Civil Practice Division of the Administrative Office of the Courts at (609) 815-2900 x54900.



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

Dated: July 14, 2021

**Administrative Determinations by the Supreme Court
on the Report and Recommendations of the
Judiciary Special Committee on Landlord Tenant
(Issued July 14, 2021)**

The Supreme Court has acted on the April 2021 [report and recommendations](#) of the Judiciary Special Committee on Landlord Tenant, which the Court previously published for comment. This document sets out the Court's administrative determinations as to each of the Special Committee's recommendations.

In furtherance of the Court's approval of reforms of the landlord tenant process, the Judiciary is in the process of enhancing its electronic filing and case management systems. Additionally, as recommended by the Special Committee and authorized by the Court in its earlier June 3, 2021 Order, all vicinages are now in the process of hiring and training a number of Landlord Tenant Legal Specialists. These steps will enable implementation of the Court's approved actions as set forth in these Administrative Determinations on or before September 1, 2021.

The new and revised court forms appended to this document will be posted on the Judiciary's public website and accessible with the Judiciary's electronic filings systems for general use as of September 1, 2021, or earlier as the necessary technological enhancements are implemented.

As noted herein, certain other actions approved by the Court are effective immediately, including amendments to the Court Rules adopted by July 14, 2021 order.

FILING

Recommendation 1: The Special Committee recommended that 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.

Determination: The Court approves this recommendation as modified to provide that statements on the Landlord Case Information Statement (LCIS) are not admissible as evidence, and to eliminate certain questions. For pending cases, landlords will be advised to file the LCIS five days before a mandatory conference. For new filings, the LCIS would be filed with the complaint.

- The LCIS (Attachment 1) will be posted on the Judiciary’s public website and made available in the electronic filing system.

Recommendation 2: The Special Committee recommended that tenants should complete a Tenant Case Information Statement (TCIS).

Determination: The Court approves this recommendation as modified to provide that statements on the Tenant Case Information Statement (TCIS) are not admissible as evidence. Tenants will be advised to file the TCIS five days before a mandatory conference.

- The TCIS (Attachment 2) will be posted on the Judiciary’s public website and made available in the electronic filing system.

Recommendation 3: The Special Committee recommended that the Judiciary should implement a process for enhanced, initial review of landlord tenant complaints.

Determination: The Court approves this recommendation as modified to require such enhanced review only for more complex cases that involve public housing, other subsidized housing, and holdover cases. Non-payment cases that do not require statutory notice to tenants will not be subject to enhanced review.

BEFORE TRIAL

Recommendation 4: The Special Committee recommended that the Judiciary should expand opportunities for resolving landlord tenant cases before trial by establishing a Landlord Tenant Legal Specialist (LTLS) Program.

Determination: The Court approves this recommendation.

- The Court’s June 3, 2021 [Order](#) (Attachment 3) authorized the establishment of the Landlord Tenant Legal Specialist Program.

Recommendation 5: The Special Committee recommended that all landlord tenant cases should be scheduled for required case management conferences.

Determination: The Court approves this recommendation.

- At the required case management conference, the LTLS will complete the Landlord Tenant Case Management Conference Information Sheet (Attachment 4), which will be accessible to the court and the parties.

Recommendation 6: The Special Committee recommended that a 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.

Determination: The Court approves this recommendation as modified as follows: (1) in addition to the lease and registration statement, a landlord also must file a copy of the rent control statement if specifically requested by the court; (2) if the lease exceeds 10 pages, the landlord must file only the relevant provisions; and (3) all required documents (lease, registration statement, and rent control statement if requested by the court) must be submitted five days before the required case management conference.

Recommendation 7: The Special Committee recommended that 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.

Determination: The Court approves this recommendation as modified to require only one required conference before the trial date. Cases that do not resolve at that conference will be scheduled for a pretrial conference on the date of trial.

Recommendation 8: The Special Committee recommended that, in addition to case management conferences, the Landlord Tenant Legal Specialist would also conduct settlement conferences. Such settlement efforts could immediately follow the case management portion of the conference and generally would be conducted virtually.

Determination: The Court approves this recommendation.

Recommendation 9: The Special Committee recommended that 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 for possession only after receipt of the landlord's certification of breach of the settlement. The form would also include a date for automatic dismissal of the judgment if the landlord does not certify to such a breach.

Determination: The Court approves this recommendation.

- The updated Consent to Enter Judgment (Tenant Remains) form (Attachment 5) will be posted on the Judiciary's public website.

Recommendation 10: The Special Committee recommended that Rule 6:6-4 ("Consent Judgments for Possession and Stipulations of Settlement") 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.

Determination: The Court approves this recommendation as modified to permit placing the agreement on the record in lieu of signature. The Court in its July 1, 2021 Order relaxed Rule 6:6-4 so as to implement the amendments shown in Attachment 6.

TRIAL AND JUDGMENT

Recommendation 11: The Special Committee recommended that 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.

Determination: The Court approves this recommendation.

Recommendation 12: The Special Committee recommended that the Harris Announcement should be improved.

Determination: The Court approves this recommendation.

- The updated Harris Announcement (Attachment 7) will be posted to the Judiciary's public website and mailed to parties before the trial date. It will be translated and available in large (14 pt) font.

Recommendation 13: The Special Committee recommended that the Judiciary should develop and promulgate a comprehensive “Landlord Tenant Procedures” document to advise parties of the new landlord tenant process.

Determination: The Court approves this recommendation.

- The new Landlord Tenant Procedures (Attachment 8) will be posted to the Judiciary’s public website and served along with the complaint. It will be translated and available in large (14 pt) font.

Recommendation 14: The Special Committee recommended that Rule 6:3-4 (“Summary Actions Between Landlord and Tenant”) 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 habitability defense pursuant to Marini v. Ireland, 56 N.J. 130 (1970).

Determination. The Court rejects this recommendation and declines to amend Rule 6:3-4.

Recommendation 15: The Special Committee recommended that Rule 6:3-4 (“Summary Actions Between Landlord and Tenant”) 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 habitability defense.

Determination. The Court rejects this recommendation and declines to amend Rule 6:3-4.

Recommendation 16: The Special Committee recommended that new Judgment for Possession forms should be developed and tailored for use in the following situations: (1) at the conclusion of trial; (2) in instances of default judgment; (3) upon consent and (4) after breach of a settlement agreement.

Determination: The Court approves this recommendation.

- The new Judgment for Possession Forms will be posted on the Judiciary’s public website: Judgment for Possession (After Trial) is Attachment 9; Judgment for Possession (After Default) is Attachment 10; Judgment for

Possession (By Consent) is Attachment 11; Judgment for Possession (After Breach) is Attachment 12.

POST-JUDGMENT

Recommendation 17: The Special Committee recommended that a Request for Warrant of Removal form should be created.

Determination: The Court approves this recommendation.

- The new Request for Warrant of Removal form (Attachment 13) will be posted on the Judiciary's public website.

Recommendation 18: The Special Committee recommended that Appendix XI-G ("Warrant of Removal") should be amended for clarity.

Determination: The Court approves this recommendation.

- Updated Warrant of Removal forms will be posted on the Judiciary's public website: Warrant of Removal – Residential (Attachment 14); Warrant of Removal – Commercial (Attachment 15); Notice of Illegal Lockout (Attachment 16); and Execution of Warrant of Removal (Residential Only) (Attachment 17).


The Court has entered an Order dated July 14, 2021 so as to establish all requirements of the new landlord tenant processes as set forth in these Administrative Determinations.

July 14, 2021

Attachments:

1. Landlord Case Information Statement (LCIS)
2. Tenant Case Information Statement (TCIS)
3. Supreme Court's June 3, 2021 Order
4. Case Management Conference Information Sheet
5. Appendix XI-V ("Settlement Agreement (Tenant Remains)")
6. Rule 6:6-4 ("Consent Judgments for Possession and Stipulations of Settlement, Residential Cases")
7. Harris Announcement -- Appendix XI-S ("Landlord Tenant Trial Information")
8. Landlord Tenant Procedures
9. Judgment for Possession After Trial
10. Judgment for Possession by Default
11. Judgment for Possession by Consent
12. Judgment for Possession After Breach
13. Request for Warrant of Removal
14. Appendix XI-G(1) Residential Warrant of Removal
15. Appendix XI-G(2) Commercial Warrant of Removal
16. Appendix XI-G(3) Notice of Illegal Lockout
17. Appendix XI-G(4) Execution of Residential Warrant of Removal

Attachment 1

Side 1		 New Jersey Judiciary Civil Practice Division	
Landlord Case Information Statement (LCIS)			
Caption		County of Venue	Docket Number
Name of Plaintiff/Landlord			
Email Address		Home/Office Phone	Cell Phone
Attorney Name (if applicable)		Firm Name (if applicable)	
Email Address		Office Phone	Cell Phone
Attorney/Plaintiff Mailing Address			
Name of Defendant(s)/Tenant(s)			
Email Address (if known)		Daytime Phone	Cell Phone
Rental Property Address		Municipal Code (*)	Rental Property Is Owner Occupied <input type="checkbox"/> Yes <input type="checkbox"/> No
The information provided on this form cannot be introduced into evidence			
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 to the rental property:</p> <input type="checkbox"/> Subsidized 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 _____ <input type="checkbox"/> Notice(s) that are required for Holdover, Public Housing and/or Subsidized Housing are attached to the complaint. <input type="checkbox"/> Rental property is not a covered property under the Federal CARES Act, 15 U.S.C. § 9057(f) or 9058(a). <input type="checkbox"/> The tenancy is subject to a municipal rent control ordinance.			
The total number of months of unpaid rent is: _____			
The first month of unpaid rent was (please provide month and year): _____			
The amount due and owing by the tenant in this case is: \$ _____			
<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 to the best of my knowledge. 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		Print Attorney/Plaintiff Name	Date
s/			

Municipality Codes can be found at https://www.njcourts.gov/forms/11343_municodes.pdf



Landlord 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 2

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>	<p>New Jersey Judiciary Civil Practice Division</p> <p>Tenant Case Information Statement (TCIS)</p>	
<p>Note: 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	Docket Number
Name of Defendant(s)/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 \$
The information provided on this form cannot be introduced into evidence		
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
Do you have a disagreement with this landlord about the condition of the property or another issue? Common defenses are posted on the Judiciary's website: https://www.njcourts.gov/selfhelp/selfhelp_landlordtenant.html#common .		<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Additional information for the court about this case or my disagreement with the landlord (attach additional pages if necessary)</p> <hr/> <hr/> <hr/> <hr/> <hr/>		
<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 to the best of my knowledge. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.</p>		
Attorney/Defendant Signature	Print Attorney/Defendant Name	Date

Attachment 3


NOTICE TO THE BAR

LANDLORD TENANT – ESTABLISHMENT OF STATEWIDE LANDLORD TENANT LEGAL SPECIALIST PROGRAM

The Supreme Court has authorized the establishment of a statewide Landlord Tenant Legal Specialist program, as recommended by the Judiciary Special Committee on Landlord Tenant (“Special Committee”). This new program will support the review and administrative processing of landlord tenant actions, including the more than 55,500 pending eviction cases and 194,000 cases expected to be filed after the expiration of the moratorium on residential evictions. The Court’s June 3, 2021 Order is attached.

The remainder of the recommendations of the Special Committee – and the public comments and oral testimony on those recommendations – continue to be under consideration by the Court.

Questions about landlord tenant actions should be directed to the Civil Practice Division of the Administrative Office of the Courts at (609) 815-2900 x54900. Questions about recruitment for landlord tenant legal specialist positions should be directed to the Human Resources Division of the Administrative Office of the Courts at (609) 815-2900 option 5.



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

Dated: June 4, 2021

SUPREME COURT OF NEW JERSEY

IT IS ORDERED, pursuant to N.J. Const. (1947), Art. VI, sec. 2, par. 3, that effective immediately and until further order, the provisions of Parts IV and VI of the Rules of Court, and any other applicable rules, are relaxed and supplemented so as to authorize the establishment of a statewide Landlord Tenant Legal Specialist program in furtherance of the review and administrative processing of landlord tenant actions in the Superior Court, Civil Division, Special Civil Part, as further described below.

Program Administration

1. The Landlord Tenant Legal Specialist program will operate in accordance with all Supreme Court Orders and subject to guidance provided by the Administrative Director of the Courts.
2. The qualifications and compensation for Landlord Tenant Legal Specialists will be established by the Administrative Director of the Courts, subject to the approval of the Supreme Court.
3. The Landlord Tenant Legal Specialist program will be administered at the vicinage level under the authority of the Assignment Judge.
 - a. The Assignment Judge will appoint the Landlord Tenant Legal Specialist(s) for the vicinage using the regular recruitment and appointment process for vicinage staff.
 - b. The Civil Division Manager, or designee, will supervise the vicinage's Landlord Tenant Legal Specialist(s).

Jurisdiction; Duties and Responsibilities

4. The Landlord Tenant Legal Specialists will be authorized to perform non-judicial administrative functions so as to advance due process and procedural fairness. Those duties will include but are not limited to the following:
 - a. To review landlord tenant pleadings and case-related information for the purpose of determining compliance with legal requirements, including the provisions of federal and state statutes, Court Rules, and federal and state Executive Orders;
 - b. To conduct case management conferences for the purpose of collecting and confirming information, including as to the claims and defenses of the parties, with this information to be included in the case file and accessible to the parties and the court;
 - c. To conduct settlement conferences for the purposes of (1) assisting the parties in identifying any options for a resolution without trial; (2) facilitating resolution of the matter; and (3) memorializing in written form and recorded verbatim on the record any settlement reached by the parties, which settlement may be subject to review by the court.
 - d. In any post-judgment applications, to conduct conferences as necessary for the purpose of collecting and confirming information, and facilitating resolution of the applications; and
 - e. In all matters, to supplement the case file and share with the court information provided by the parties, except for any information provided during mediations or settlement conferences.

The provisions of this order will remain in effect pending further court order.

For the Court,

A handwritten signature in blue ink, appearing to read "Shelton", written over a horizontal line.

Chief Justice

Dated: June 3, 2021

Attachment 4



New Jersey Judiciary
Civil Practice Division

L/T Case Management Conference Information Sheet

Date _____

Residential

Commercial

Case Caption _____

LT - _____

Plaintiff Attorney _____

Defendant(s) Attorney _____

Factual Background

Documents

Lease

Filed

Reviewed

Registration

Filed

Reviewed

Notices, if required

Filed

Reviewed

Monthly Base Rent: \$ _____

Additional Rent: \$ _____

Late Fees: \$ _____

Penalties: \$ _____

Lease Term: _____

Attorney Fees: \$ _____

Claimed Total Due (Landlord): \$ _____

(Tenant): \$ _____

Tenant has made a request to apply the security deposit toward rent under EO 128

Yes

No

Rental Assistance Programs

Applied

Status

Plaintiff/Landlord has applied for and received temporary emergency rental assistance funding pursuant to any private, federal, state, or local **COVID-19 related** program.

Landlord Tenant _____

Plaintiff/Landlord has applied for and received temporary emergency rental assistance funding pursuant to any private, federal, state, or local **non-COVID-19 related** program

Landlord Tenant _____

Parties 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 defenses(s):

- Property 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 alleged defect(s) are, impact on 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:**

- Waiver** - Landlord is trying to enforce a lease provision even though landlord has known tenant was not in compliance. This includes acceptance by landlord of rent by tenant after effective date of Notice to Quit or where Landlord accepted lower rent over many months than is now claimed due and so has waived the right to collect higher rent.

- Rent control ordinance**
 - landlord is charging more than rent control allows
 - landlord is seeking fees, (attorney's fees or late fees), that would increase rent above what rent control allows
 - Rent increase is improper under governing rent control ordinance in (municipality)

- 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 \$_____
 - Attorney's fees or late fees are not due or are incorrect and should be \$_____
 - 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.

- Illegal Occupancy**
Tenant states that occupancy is illegal. (N.J.S.A. 2A:18-61.1(g)(3), -61.1g, -61.1h.) 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):

Witnesses

For Plaintiff: _____

For Defendant: _____

Estimated time for trial: _____

Parties requested referral to settlement conference prior to trial Yes No

Interpreter needed? Yes No Indicate language: _____

Accommodation for a disability? Yes No Requested accommodation: _____

Matter can proceed virtually: Yes No

Other items related to remote proceedings:

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 that:

1. Select one:

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

No Judgment for Possession is entered. 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 \$_____, 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 _____.

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

J.S.C.

Note: The Certification by Landlord and the Certification of Landlord's Attorney (if the Landlord has an attorney) are attached hereto.

Attachment 6

6:6-4. Consent Judgments for Possession and Stipulations of Settlement,

Residential Cases

[Notwithstanding any consent by a tenant, no warrant of removal may be issued or executed unless in compliance with all provisions of law.]

(a) Entry by the Court. A stipulation of settlement or an agreement that provides for entry of a judgment for possession against an unrepresented tenant must be written, either signed by the parties or placed on the record in lieu of signature, and reviewed, approved and signed by a judge on the day of the court proceeding [;]. Additionally, [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; caption amended, introductory sentence deleted, and paragraph (a) amended July 14, 2021 to be effective September 1, 2021.



Appendix XI-S
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 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

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.

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. Information about legal resources also is posted online: 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. 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 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.**

Attachment 8



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 on the njcourts.gov website on the Self-Help Page: <https://www.njcourts.gov/selfhelp/index.html>.

2. Mandatory Case Management Conference.

The court will schedule a case management conference either virtually (by video) or in person. ***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.

Both the Landlord and Tenant CIS forms must be received before the case management conference. At the conference, court staff will ask questions to gather information for the judge and 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 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, 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://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.

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 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. For more information visit the landlord tenant page at:

https://www.njcourts.gov/selfhelp/selfhelp_landlordtenant.html#home.

Available Resources

Housing and Rental 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.njcourts.gov/selfhelp/covid19_rentalassistance.html

Information about legal resources also is available online at:

https://www.njcourts.gov/selfhelp/selfhelp_landlordtenant.html#tenants.

You can also contact the Legal Services of New Jersey hotline 1-888-576-5529.

The Ombudsman in your county might be able to provide information regarding organizations and resources that may be available in your county:

<https://www.njcourts.gov/public/ombudmdir.html>

LSNJ's Tenants' Rights Manual 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 _____ or call the Special Civil Part Office at _____, ext. _____. Please note that Judiciary staff cannot provide legal advice.

Attachment 9

ORDER PREPARED BY THE COURT

Plaintiff

v.

Defendant

Superior Court of New Jersey
Law Division – Special Civil Part
_____ 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 (enter landlord name) [represented by (enter attorney name) (if applicable)], in an action for possession of the premises for: Non-payment of Rent Other (enter description) (statutory basis), against Defendant(s) Tenant(s) (enter tenant(s) name) [represented by (enter 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 by Landlord Notices Required/Deficient Payment of Rent Other (enter description) 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 Other (enter description) 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 (enter description) and there is/ is not rent due and owing to the Landlord in the amount of \$(amount) [optional: which is to be offset in the amount of \$(amount) because defendant established the defense of (enter description)], 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/ denied 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 has been 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 10

ORDER PREPARED BY THE COURT

Plaintiff

v.

Defendant

Superior Court of New Jersey
Law Division – Special Civil Part
_____ County

Docket No. LT- _____
Residential

Civil Action

Judgment for Possession by Default

This matter having been brought by verified complaint by the Plaintiff Landlord (enter landlord name) in an action for possession of the premises for: Non-payment of Rent Other (enter description) (specify statutory basis), against Defendant(s) Tenant(s) (enter tenant(s) name) and the Defendant(s) Tenant(s) having been noticed of and having failed to appear on the date of trial or mandatory court event on (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 \$(amount) 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 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 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 has been 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 11
ORDER PREPARED BY THE COURT

Plaintiff

v.

Defendant

Superior Court of New Jersey
Law Division – Special Civil Part
_____ County

Docket No. LT- _____
Residential

Civil Action

Judgment for Possession by Consent

This matter having come before the court by way of complaint filed by the Plaintiff Landlord (enter landlord name) [represented by (enter attorney name) (if applicable)], for entry of judgment for possession against Defendant(s) Tenant(s) (enter tenant(s) name) [represented by (enter attorney name) (if applicable)], based on a settlement agreement reached between the parties that a judgment for possession should be entered against Defendant(s) Tenant(s) in this case, 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 has been 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 12
ORDER PREPARED BY THE COURT

Plaintiff

v.

Defendant

Superior Court of New Jersey
Law Division – Special Civil Part
_____ County

Docket No. LT- _____
Residential

Civil Action

**Judgment for Possession
After Breach**

This matter having come before the court by way of request filed by the Plaintiff Landlord (enter landlord name) [represented by (enter attorney name) (if applicable)], for entry of judgment for possession against Defendant(s) Tenant(s) (enter tenant(s) name) [represented by (enter attorney name) (if applicable)], 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 Plaintiff Landlord's attorney (if any), as required by R. 6:7-1(e), that a judgment for possession should be entered against Defendant(s) Tenant(s) in this case, and the court having reviewed any opposition submitted, 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 has been 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 13

Name: _____
NJ Attorney ID Number: _____
Address: _____
Telephone Number: _____
Email: _____

<p>_____,</p> <p>Plaintiff,</p> <p>v.</p> <p>_____,</p> <p>Defendant.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION, SPECIAL CIVIL PART _____ COUNTY LANDLORD TENANT DOCKET No: LT- _____</p> <p>CIVIL ACTION</p> <p>REQUEST FOR RESIDENTIAL WARRANT OF REMOVAL</p>
---	---

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 breach 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 9057 and 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*] _____.

[To be promulgated]

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)

Appendix XI-G(1)
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

RESIDENTIAL 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 or 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. If you cannot afford an attorney, you may call Legal Services at (XXX) XXX-XXXX.

Date: _____

(Judge)

Clerk of the Superior Court

Attachment 15

APPENDIX XI-G (2)
COMMERCIAL WARRANT OF REMOVAL

Docket

No.: _____

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

Plaintiff's Name

(Court Address -- 1st Line)

Plaintiff(s) - Landlord(s)

(Court Address -- 2nd Line)

- vs -

City, NJ 00ZIP

Defendant's Name

Phone No. (XXX) XXX-XXXX

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 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

APPENDIX XI-G(3)
NOTICE REGARDING ILLEGAL EVICTION

Docket No: _____ Superior Court of New Jersey
Law Division, Special Civil Part
Landlord/Tenant Section Any County
Plaintiff's Name (Court Address -- 1st Line)
Plaintiff(s) - Landlord(s) (Court Address -- 2nd Line)
- vs - City, NJ 00ZIP
Defendant's Name Phone No. (XXX) XXX-XXXX
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.

Date: _____

(Judge)

Clerk of the Superior Court

Attachment 17

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 Landlord: _____
Served on Tenant: _____
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

SUPREME COURT OF NEW JERSEY

It is ORDERED that the attached amendments to Rule 6:6-4 (“Consent Judgments for Possession and Stipulations of Settlement”) of the Rules Governing the Courts of the State of New Jersey are adopted to be effective September 1, 2021; and

It is FURTHER ORDERED that Rules Appendix XI-G (“Warrant of Removal”) is replaced effective September 1, 2021 with the attached Rules Appendices XI-G(1) (“Residential Warrant of Removal”), XI-G(2) (“Commercial Warrant of Removal”), XI-G(3) (“Notice Regarding Illegal Eviction”), and XI-G(4) (“Execution of Residential Warrant of Removal”); and

It is FURTHER ORDERED that the attached revised version of Rules Appendix XI-S (“Landlord Tenant Pre-Calendar Call Instructions”) replaces the current version of that appendix effective September 1, 2021; and

It is FURTHER ORDERED that current Rules Appendix XI-V (“Consent to Enter Judgment (Tenant to Stay in Premises)”) is replaced by the attached revised and recaptioned Rules Appendix XI-V (“Settlement Agreement (Tenant to Stay in Premises)”), effective September 1, 2021; and

It is FURTHER ORDERED that the Court delegates to the Administrative Director the authority to make subsequent necessary revisions to the above-referenced Rules Appendices adopted by this Order with such subsequent revisions to be promulgated by notice to the bar.

For the Court,



Chief Justice

Dated: July 14, 2021

6:6-4. Consent Judgments for Possession and Stipulations of Settlement,

Residential Cases

[Notwithstanding any consent by a tenant, no warrant of removal may be issued or executed unless in compliance with all provisions of law.]

(a) Entry by the Court. A stipulation of settlement or an agreement that provides for entry of a judgment for possession against an unrepresented tenant must be written, either signed by the parties or placed on the record in lieu of signature, and reviewed, approved and signed by a judge on the day of the court proceeding [;]. Additionally, [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; caption amended, introductory sentence deleted, and paragraph (a) amended July 14, 2021 to be effective September 1, 2021.

Appendix XI-G(1)
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

RESIDENTIAL 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 or 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. If you cannot afford an attorney, you may call Legal Services at (XXX) XXX-XXXX.

Date: _____

(Judge)

Clerk of the Superior Court

APPENDIX XI-G (2)
COMMERCIAL WARRANT OF REMOVAL

Docket

No.: _____

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

Plaintiff's Name

(Court Address -- 1st Line)

Plaintiff(s) - Landlord(s)

(Court Address -- 2nd Line)

- vs -

City, NJ 00ZIP

Defendant's Name

Phone No. (XXX) XXX-XXXX

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 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

APPENDIX XI-G(3)
NOTICE REGARDING ILLEGAL EVICTION

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.

Date: _____

(Judge)

Clerk of the Superior Court

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 Landlord: _____
Served on Tenant: _____
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



Appendix XI-S
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 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

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.

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. Information about legal resources also is posted online: 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. 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 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.**

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 that:

1. Select one:

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

No Judgment for Possession is entered. 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 \$_____, 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 _____.

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

J.S.C.

Note: The Certification by Landlord and the Certification of Landlord's Attorney (if the Landlord has an attorney) are attached hereto.

SUPREME COURT OF NEW JERSEY

More than one in three households in New Jersey involve a landlord tenant relationship. In rented premises, as in owned homes, housing security is critically important to the resident and the surrounding community. At the same time, rental property owners must be able to meet their obligations, both to retain the property and to keep it as available housing for renters. In light of these significant needs, a court system in the pursuit of equitable justice must support processes that uphold and balance the rights and responsibilities of both landlords and tenants.

To that end, the Supreme Court in this Order institutes a number of steps to reform the residential landlord tenant process in New Jersey. Among other key reforms, the Court commits to conduct landlord tenant proceedings in a primarily remote format, with the Judiciary to provide on-site technology as necessary to enable participation, and to accommodate in-person proceedings in limited appropriate circumstances. The Court also establishes a package of new pleadings, revised processes, and pretrial events that will support a more robust and transparent record. These steps will enable early identification of issues, differentiated management of cases, and opportunities for parties to connect with rental assistance and legal assistance resources and to resolve disputes without trial. Taken together, the provisions of this Order will support greater equity for both tenants and landlords.

The Court's updates to landlord tenant processes occur against the backdrop of the COVID-19 pandemic and a moratorium on residential evictions. The Judiciary already has taken a number of steps to address the more than 56,500 landlord tenant cases that have remained pending during the public health emergency, and the even greater number of cases expected to be filed in the coming year. Most recently, the Court in its July 1, 2021 Order authorized mandatory settlement conferences as an interim measure to advance resolution of certain cases filed during or otherwise affected by the COVID-19 pandemic. The Court's July 1, 2021 Order also announced the resumption of residential landlord tenant trials as of September 1, 2021, which date may need to be adjusted in light of legislation currently awaiting action by the Governor and ongoing collaboration with the Department of Community Affairs.

Informed by the Report and Recommendations of the Judiciary Special Committee on Landlord Tenant ("Special Committee") and the public comments submitted in response to that Report, the Court in this Order announces revisions to court processes for residential landlord tenant cases. These prospective changes, effective September 1, 2021 align with and implement the Court's actions as reflected in its July 12, 2021 Administrative Determinations on the Special Committee's Report and Recommendations. The Court's Administrative Determinations and the provisions of this Order do not affect the processes for

mandatory settlement conferences as set forth in the Court's July 1, 2021 Order. Aspects of those mandatory settlement conferences may need to be adjusted in light of legislation currently awaiting action by the Governor.

As reflected in the Court's Administrative Determinations, the Court by separate July 12, 2021 Order has amended certain Court Rules and Appendices to be effective September 1, 2021.

Accordingly, and operating in tandem with the related amendments to the Rules of Court, IT IS ORDERED that pursuant to N.J. Const., Art. VI, sec. 2, par. 3, the provisions of Parts IV and VI of the Rules of Court, and any other applicable rules, are relaxed and supplemented effective September 1, 2021 and until further order, as follows:

1. In addition to other required pleadings, landlords shall file a Landlord Case Information Statement in a form promulgated by the Administrative Director of the Courts ("Administrative Director").
 - a. For new filings, the Landlord Case Information Statement shall be filed with the complaint.
 - b. For pending cases, the Landlord Case Information Statement shall be filed five days before the date of any mandatory conference as scheduled by the court.

2. Landlords also shall file a copy of the lease (or, if the lease exceeds 10 pages, the relevant provisions of the lease); the registration statement, if applicable; and a certification of the landlord's lease and registration statement in a form to be promulgated by the Administrative Director.
 - a. In addition to the lease, registration statement, and certification, landlords shall submit a copy of the rent control statement if requested by the court.
 - b. All required documents (lease, registration statement, and rent control statement if requested by the court) shall be filed five days before the required conference.
3. Tenants shall file a Tenant Case Information Statement in a form promulgated by the Administrative Director. For both pending cases and new filings, the Tenant Case Information Statement shall be filed five days before the date of any mandatory conference as scheduled by the court.
4. The courts shall provide written information about landlord tenant procedures to both parties. Such information shall also be posted on the Judiciary's public webpage.

5. Courts shall conduct additional, early, enhanced review of cases that involve public housing, other subsidized housing, and holdover causes of action.
 - a. If any deficiency is identified during such review, written notice shall be issued to the landlord.
 - b. The landlord shall have an opportunity to cure such deficiency.
 - c. Failure to cure may result in dismissal.
6. Landlord tenant proceedings, including conferences and trials, will be conducted primarily in a remote format. As necessary, courts will provide on-site technology resources to support the parties' participation. Judges will have discretion to schedule in-person proceedings based on the individual circumstances of a case.
7. All residential landlord tenant cases will be scheduled for a single mandatory conference before the trial date, for purposes of case management and, if applicable, settlement.
 - a. Such mandatory conferences will be conducted by trained staff, including Landlord Tenant Legal Specialists, consistent with the provisions of the Court's June 3, 2021 Order.
 - b. If the case is not resolved at the conference, the case will be scheduled for trial.

8. Courts will provide information about trial processes to both parties, which will explain the consequences for failure to appear for trial.
9. The court will conduct a settlement conference on the trial date.
10. If the landlord does not appear for the trial date, the case will be dismissed.
11. If the tenant does not appear for the trial date, default will be entered by the clerk. If the landlord establishes entitlement to relief, the court will enter default judgment.
12. Courts shall issue written judgments for possession in a form promulgated by the Administrative Director. Such written judgments shall be issued at the conclusion of trial, in instances of default judgment, upon consent, and after breach of a settlement agreement.
13. Landlords shall submit a written Request for Warrant of Removal in a form promulgated by the Administrative Director.
14. Except as set forth in this Order or other Orders of the Court, existing landlord tenant processes shall continue.

15. The Administrative Director is authorized to take such further action as is necessary to support and implement the provisions of this Order.

For the Court,

A handwritten signature in blue ink, appearing to read "Shari R. Rosen", written in a cursive style.

Chief Justice

Dated: July 14, 2021