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Administrative Office of the Courts

GLENN A. GRANT, J.A.D.
Acting Administrative Director of the Courts

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TO: **Assignment Judges**
Trial Court Administrators

FROM: **Glenn A. Grant, J.A.D.**

DIRECTIVE #21-21
(Supersedes Directive #20-20)
[Questions or comments may be directed to (609) 815-2900, ext. 54900]

SUBJECT: Landlord Tenant - Promulgation of New Forms in Furtherance of Supreme Court's July 14, 2021 Orders and Administrative Determinations

DATE: **August 23, 2021**

The Supreme Court has authorized reforms to residential landlord tenant processes, as reflected in the Court's Administrative Determinations on the April 2021 Report and Recommendations of the Judiciary Special Committee on Landlord Tenant. In conjunction with those Administrative Determinations, the Court issued two July 14, 2021 Orders that: (1) relaxed and supplemented the Rules of Court so as to implement the new process for residential landlord tenant cases and (2) amended other Rules of Court and Rules Appendices in connection with that new landlord tenant court process.

This Directive promulgates the following attached new forms consistent with the Court's July 14, 2021 Orders and Administrative Determinations, for use as of September 1, 2021.

(1) Landlord Case Information Statement (CN 12770);
(2) Tenant Case Information Statement (CN 12778);
(3) Case Management Conference Information Sheet (CN 12826);
(4) Landlord Tenant Procedures Notice (CN 12822);
(5) Judgment for Possession After Trial (CN 12812);
(6) Judgment for Possession by Default (CN 12813);
(7) Judgment for Possession by Consent (CN 12814);
(8) Judgment for Possession After Breach (CN 12815); and
(9) Request for Residential Warrant of Removal (CN 12836);

As provided by the Court's July 14, 2021 Order, the attached forms are subject to revision by the Administrative Director of the Courts, and as such will not be included in the Appendices to the Court Rules. Any changes to the forms will be promulgated by notice to the bar. The Landlord Case Information Statement (Attachment 1) was promulgated for use in pending cases by July 30, 2021 Notice to the Bar.

This Directive also supersedes Directive #20-20, ("Landlord/Tenant Matters During COVID-19"), which established certain interim processes while landlord tenant trials were suspended. On or after September 1, 2021, residential trials and evictions may proceed as permitted under relevant legislation and administrative orders. Two aspects of Directive #20-20 remain applicable as modified:

- For so long as the moratorium on residential evictions based on non-payment of rent remains in effect, an order to show cause will be required if a landlord seeks eviction for non-payment where a tenant has died.

- The Supreme Court in its July 14, 2020 Order required that landlords certify as to compliance with the CARES Act. Effective, September 1, 2021, the CARES Act Compliance Certification promulgated by Directive #20-20 will not be used. Rather, plaintiffs-landlords will certify as to compliance with the CARES Act as part of the Request for Residential Warrant of Removal promulgated by this Directive incorporates language as to compliance with the CARES Act.

Any questions related to this Directive or the attached forms should be directed to the Civil Practice Division at (609) 815-2900 ext. 54900 or civilwebsites.mbx@njcourts.gov.

Attachments:
(1) Landlord Case Information Statement (CN 12770)
(2) Tenant Case Information Statement (CN 12778)
(3) Case Management Conference Information Sheet (CN 12826)
(4) Landlord Tenant Procedures Notice (CN 12822)
(5) Judgment for Possession After Trial (CN 12812)
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(9) Request for Residential Warrant of Removal (CN 12836)

cc: Chief Justice Stuart Rabner
Civil Presiding Judges
Supervising Special Civil Part Judges
Steven D. Bonville, Chief of Staff
AOC Directors and Assistant Directors
Clerks of Court
Special Assistants to the Administrative Director
Civil Division Managers and Assistant Division Managers (SCP)
Melissa A. Czartoryski, Chief, Civil Practice
Bridget Dorney Chater, Civil Practice

Attachment 1

Landlord Case Information Statement
(CN 12770)

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 ☐ Yes ☐ No

The information provided on this form cannot be introduced into evidence

Type of Tenancy (select only one)	Cause of Action (select all that apply)	Holdover Cause of Action (select from list on side 2)
☐ Residential ☐ Commercial	☐ Non-Payment ☐ Other (Holdover/For Cause)	

Select all that apply to the rental property:

☐ Subsidized Housing.

Type: ☐ Public Housing ☐ Section 8 Voucher ☐ Section 8 HAP Contract ☐ Other Subsidy Program _____

☐ Notice(s) that are required for Holdover, Public Housing and/or Subsidized Housing are attached to the complaint.

☐ Rental property is not a covered property under the Federal CARES Act, 15 U.S.C. § 9057(f) or 9058(a).

☐ 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: $_____

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).

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.

Attorney/Plaintiff Signature	Print Attorney/Plaintiff Name	Date
s/		

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

Side 2

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 *et. seq.*

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

Tenant Case Information Statement
(CN 12778)

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.

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New Jersey Judiciary
Civil Practice Division
Tenant Case Information Statement (TCIS)

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.

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?	☐ Yes	☐ No
Have you asked the landlord to apply any or all of your security deposit toward rent?	☐ Yes	☐ No
Select the statement that best describes your situation: The amount of rent my landlord demands in the complaint is not correct.	☐ Yes	☐ No
The government helps pay my rent, but the amount that the landlord says I owe is the government's portion.	☐ Yes	☐ 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.	☐ Yes	☐ No

Additional information for the court about this case or my disagreement with the landlord (attach additional pages if necessary)

_____

_____

_____

_____

_____

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).

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.

Attorney/Defendant Signature	Print Attorney/Defendant Name	Date

Attachment 3

Case Management Conference Information Sheet

(CN 12826)

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:

_____

_____

_____

Attachment 4

Landlord Tenant Procedures Notice
(CN 12822)

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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 Self-help Landlord/Tenant (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: Self-help Landlord/Tenant (njcourts.gov).

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://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 Self-help Landlord/Tenant (njcourts.gov).

Other Options After a Judgment for Possession is Entered

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

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

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

   a. An application for orderly removal requesting up to seven (7) more calendar days to move out if there is a good reason;

   b. A motion requesting dismissal with prejudice of the nonpayment of rent action because the residential tenant paid all rent due and owing plus proper costs, or because the landlord refused to accept the residential tenant's payment, within three (3) business days following the eviction; or an order to show cause because the landlord refused to cooperate with a rental assistance program or bona fide charitable organization that has committed to pay the rent; and/or

   c. An application for a hardship stay, which delays the eviction based on the unavailability of other housing accommodations. That delay cannot be for more than six (6) months from entry of the judgment for possession, and the tenant will have to pay all rent and proper costs.

   A tenant can also file a motion under Rule 4:50-1 requesting that the judgment for possession be vacated (reversed) and the complaint dismissed, if the tenant can show good reason such as mistake or excusable neglect, fraud, misrepresentation or other misconduct by an adverse party, newly discovered evidence or any other reason justifying relief from the judgment for possession. For more information visit the landlord tenant page at: Self-help Landlord/Tenant (njcourts.gov).

Available Resources

Housing, Legal and Utilities Assistance. Court staff can give the parties a list of agencies that might be able to assist with rent, temporary shelter, or legal services. Information about rental assistance programs (including those related to the COVID-19 pandemic) is available online at Housing, Legal and Utilities Assistance During COVID-19.

Information about legal resources also is available online at: Self-help Landlord/Tenant (njcourts.gov). You can also contact the Legal Services of New Jersey hotline 1-888-576-5529. LSNJ's Tenants' Rights Manual is available at: www.lsnjlaw.org

The Ombudsman in your county might be able to provide information regarding organizations and resources that may be available in your county: Ombudsman Program (njcourts.gov)

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 5

Judgment for Possession After Trial
(CN 12812)

ORDER PREPARED BY THE COURT

_____
Plaintiff

v.

_____
Defendant

Superior Court of New Jersey
Civil Law Division
_____ County
Docket Number 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 6

Judgment for Possession by Default
(CN 12813)

ORDER PREPARED BY THE COURT

_____
Plaintiff

v.

_____
Defendant

Superior Court of New Jersey
Civil Law Division
_____ County
Docket Number 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 7

Judgment for Possession by Consent
(CN 12814)

ORDER PREPARED BY THE COURT

_____
Plaintiff

v.

_____
Defendant

Superior Court of New Jersey
Civil Law Division
_____ County
Docket Number 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 8

Judgment for Possession After Breach
(CN 12815)

ORDER PREPARED BY THE COURT

_____
Plaintiff

v.

_____
Defendant

Superior Court of New Jersey
Civil Law Division
_____ County
Docket Number 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 9

Request for Residential Warrant of Removal (CN 12836)

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

Superior Court of New Jersey
Law Division, Special Civil Part
Landlord-Tenant
_____ County
Docket Number: LT- _____

_____
Plaintiff

v.

_____
Defendant

Civil Action

Request for Residential Warrant of Removal

I, _____, 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 _____, a landlord/tenant summary dispossession action was filed in the Special Civil Part of the Law Division.

3. A Judgment for Possession (check one): ☐ by consent, ☐ after breach, ☐ after default **or** ☐ at trial was issued in this action on _____

4. Select **one**:

   ☐ 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 _____

   OR

   ☐ The rental property that is the subject of this lawsuit **is not** subject to the CARES Act. I submitted CARES Act certification on _____ 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

_____
(Signature of Landlord, Partner, Agent or Officer)

_____
(Printed Name of Landlord, Partner, Agent or Officer)