

Administrative Office of the Courts

#### GLENN A. GRANT Administrative Director of the Courts

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TO: Assignment Judges Trial Court Administrators DIRECTIVE: # 15-23 [Rescinds Directive #14-21; Supersedes Directive #21-21 and Supplement to #21-21]

- FROM: Glenn A. Grant, Administrative Director
- RE: Landlord Tenant -- Conclusion of Mandatory Case Management Conferences; Continuation of Other Reforms -- Court Forms and Procedures as of September 1, 2023
- **DATE:** August 23, 2023

This Directive, issued in furtherance of the Court's July 14, 2023 Order, supersedes <u>Directive #21-21</u> and the <u>Supplement to Directive #21-21</u>, effective September 1, 2023. As a housekeeping measure, this Directive also rescinds <u>Directive #14-21</u>.

#### Background

The Supreme Court earlier authorized reforms to residential landlord tenant processes, as reflected in the Court's Administrative Determinations on the <u>April 2021 Report</u> and Recommendations of the Judiciary Special Committee on Landlord Tenant. In conjunction with those Administrative Determinations, the Court issued <u>two July 14, 2021 Orders</u> 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.

Those 2021 reforms included the use of mandatory case management conferences before the trial date. Following its <u>December 16, 2022 Order</u> that documented the decreased utility of those mandatory pretrial conferences post-pandemic, the Court in its <u>July 14, 2023 Order</u> concluded the use of those mandatory case management conferences effective September 1, 2023. The









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Court in that order also set forth a number of LT processes and procedures to be effective as of that same date.

This Directive, in furtherance of the Court's July 14, 2023 Order, sets forth in one place a complete package of LT forms for use as of September 1, 2023 and clarifies the timing for filing of the Certification of Lease and Registration Statement and other documents. The Directive also formally rescinds Directive #14-21 (mandatory settlement conferences), which had provided an interim approach until implementation of the LT reforms on September 1, 2021.

#### Landlord Tenant Forms Effective September 1, 2023

All of the LT forms that were promulgated by now superseded Directive #21-21 and the Supplement to Directive #21-21 remain in effect and unchanged, except for one form that requires replacement, two forms that require revision, and one form for which the timing for filing has changed.

The conclusion of case management conferences and the inapplicability of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) to current landlord tenant cases require:

- 1. Replacement of the Case Management Conference Information Sheet (CN 12826) with a new Landlord Tenant Trial Sheet (CN 13007);
- 2. Revisions to the Landlord Tenant Procedures Notice (CN 12822); and
- 3. Revisions to the Request for Residential Warrant of Removal (CN 12836).

Further, the Certification of Lease and Registration Statement Form (CN 12842) remains unchanged, but it must be filed by the plaintiff-landlord at the time of filing the complaint. If the landlord does not file this certification and other required documents as set forth in the July 14, 2023 Order, court staff will issue a deficiency notice to the filer, which will provide 10 days' notice to cure the deficiency. Failure to cure the deficiency within 10 days will result in dismissal of the complaint without prejudice.

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#### Landlord Tenant Forms

Accordingly, this Directive provides the following attached forms:

- (1) Landlord Case Information Statement (CN 12770) (no change);
- (2) Tenant Case Information Statement (CN 12778) (no change);
- (3) Landlord Tenant Trial Sheet (CN 13007) (new) (replaces CN 12826);
- (4) Landlord Tenant Procedures Notice (CN 12822) (revised);
- (5) Request for Residential Warrant of Removal (CN 12836) (revised);
- (6) Certification of Lease and Registration Statement Form (CN 12842) (no change to the form, but now must be filed with the complaint)

These landlord tenant forms are available on the Judiciary's website <u>njcourts.gov</u>.

In addition to the forms attached to this Directive, the following forms generated by eCourts also remain in effect and unchanged:

- Judgment for Possession After Trial (CN 12812) (no change);
- Judgment for Possession by Default (CN 12813) (no change);
- Judgment for Possession by Consent (CN 12814) (no change); and
- Judgment for Possession After Breach (CN 12815) (no change);

Questions may be directed to the Civil Practice Division, by phone at (609) 815-2900, ext. 54900, or by email at <u>civilwebsites.mbx@njcourts.gov</u>.

#### Attachments

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
Assistant Civil Division Managers
Melissa A. Czartoryski, Chief, Civil Practice
Christina Blunda, Assistant Chief, Civil Practice

## Landlord Case Information Statement (CN 12770)

(No change)

Side 1
New Jersey Courts

#### New Jersey Judiciary Civil Practice Division

Landlord	Case	Information	Statement (	(LCIS)	)
				· /	/

Fairness • Quality Service					
Caption		C	ounty of Venue		Docket Number
Name of Plaintiff/Landlord					
Email Address		Home/Office P	hone	c	ell Phone
Attorney Name (if applicable)	Firm Name (if	applicable)		l	
Email Address	<u> </u>	Office Phone		c	ell Phone
Attorney/Plaintiff Mailing Address		1			
Name of Defendant(s)/Tenant(s)					
Email Address (if known)		Daytime Phone	e	c	ell Phone
Rental Property Address			Municipal Code (*)	Rental P	operty Is Owner Occupied ∕es □ No
The information provided on this form ca	nnot be intro	duced into e	vidence		
Type of Tenancy (select only one)Cause of Action (select all that apply)Holdover Cause of Action					
□ Residential □ Commercial □ N	on-Payment	□ Other	(Holdover/For Cau	ise)	elect from list on side 2)
Select all that apply to the rental property: <ul> <li>Subsidized Housing.</li> <li>Type:  <ul> <li>Public Housing</li> <li>Section 8 Voucher</li> <li>Section 8 HAP Contract</li> <li>Other Subsidy Program</li> </ul> </li> </ul>					
Notice(s) that are required for Holdover, Public Housing and/or Subsidized Housing are attached to the complaint.					
Rental property is not a covered propert	y under the Fe	ederal CARES	S Act, 15 U.S.C. §	9057(f) o	r 9058(a).
□ The tenancy is subject to a municipal re	nt control ordi	nance.			
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 redacted from all documents submitted in th				omitted to	the court and will be
I certify that the foregoing statements made foregoing statements made by me are willfu				l am awa	are that if any of the
Attorney/Plaintiff Signature	Print	Attorney/Plain	tiff Name		Date
S/					

Municipality Codes can be found at njcourts.gov



# Landlord Case Information Statement (LCIS)

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

sidential Tenancy	
Disorderly Tenant	N.J.S.A. 2A:18-61.1(b)
Willful or Gross Negligent Damage to Premises	N.J.S.A. 2A:18-61.1(c)
Violation of Rules and Regulations	N.J.S.A. 2A:18-61.1(d)
Violation of the Lease Covenants	N.J.S.A. 2A:18-61.1(e)
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)
Failure to Pay Rent After Increase	N.J.S.A. 2A:18-61.1(f)
Demolish/Board Up Premises	N.J.S.A. 2A:18-61.1(g)
Permanently Retiring Residential Building/Mobile Home Park from Residential Use	N.J.S.A. 2A:18-61.1(h)
Reasonable Changes to Lease at End of Lease Term that Tenant Refuses to Accept	N.J.S.A. 2A:18-61.1(i)
Habitual Late Payment of Rent	N.J.S.A. 2A:18-61.1(j)
Converting Property to Condominium or Cooperative Ownership	N.J.S.A. 2A:18-61.1(k)
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)
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)
Personal Occupancy by Owner or Purchaser of Unit (building with 3 or fewer residential units)	N.J.S.A. 2A:18-61.1(I)(3)
Rental is Conditioned on Tenant's Employment by Landlord	N.J.S.A. 2A:18-61.1(m)
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)
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)
	N.J.S.A. 2A:18-61.1(p)
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)
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)
Residents at Residential Health Care Facilities (non-payment or holdover)	N.J.S.A. 30:11A-1 <i>et.</i> <i>seq.</i>
	<ul> <li>Failure to Pay Rent After Increase</li> <li>Demolish/Board Up Premises</li> <li>Permanently Retiring Residential Building/Mobile Home Park from Residential Use</li> <li>Reasonable Changes to Lease at End of Lease Term that Tenant Refuses to Accept</li> <li>Habitual Late Payment of Rent</li> <li>Converting Property to Condominium or Cooperative Ownership</li> <li>Personal Occupancy by Owner or Purchaser of Unit (property converted to condo/cooperative or fee simple ownership)</li> <li>Personal Occupancy by Owner or Purchaser of Unit (owner of a building with 3 or fewer condo/cooperative units.</li> <li>Personal Occupancy by Owner or Purchaser of Unit (building with 3 or fewer residential units)</li> <li>Rental is Conditioned on Tenant's Employment by Landlord</li> <li>Convicted or Pleaded Guilty to Offenses under the 1987 Comprehensive Drug Reform Act, or Harbors such Person</li> <li>Convicted or Pleaded Guilty to Assault/Threats against Landlord, Landlord's Family or Employee, or Harbors such Person</li> <li>Tenant or Tenant Harbors such Person previously found Liable in a Civil Action for Certain Criminal Acts on the Rental Premises, or Other Tenants</li> <li>Tenant or Tenant Harbors such Person previously found Liable in a Civil Action for Human Trafficking</li> </ul>

## 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

## Tenant Case Information Statement (CN 12778)

(No change)

**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.

New Jersey Judiciary Civil Practice Division Tenant Case Information Statement (TCIS)				
Note: The Judiciary website contains a list of online resources wit available rental resources. You should review this information and			ase, access to	legal representation, and
Caption		County		Docket Number
Name of Defendant(s)/Tenant(s)	I			
Daytime Phone Number(s) of Tenant(s)	Email Add	lress(es)		
Attorney Name and Firm (if applicable)	ł	-	Email Addre	255
Attorney/Defendant Mailing Address			Attorney Da	ytime Telephone Number
Rental Property Address			Am \$	ount of Monthly Base Rent
The information provided on this form cannot be	introduced inte	o evidence		
Have you applied (or has the landlord applied on your beh assistance from any federal, state, or local program related		ency rental	□ Ye	s 🗆 No
Have you asked the landlord to apply any or all of your sec	curity deposit towa	ard rent?	□ Ye	s 🗆 No
Select the statement that best describes your situation: The amount of rent my landlord demands in the complaint is not correct.				s 🗆 No
The government helps pay my rent, but the amount that the landlord says I owe is the government's portion.			s 🗆 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: njcourts.gov.			s 🗆 No	
Additional information for the court about this case or my disagreement with the landlord (attach additional pages if necessary)				
		decumento nou	· ···bmittad	to the court and will be
I certify that confidential personal identifiers have been redacted from all documents submitted in the future				to the court and will be
I certify that the foregoing statements made by me and foregoing statements made by me are willfully false,			ge. I am av	ware that if any of the
Attorney/Defendant Signature	Print Attorney/De	efendant Name		Date

### Landlord Tenant Trial Sheet (CN 13007)

(New)

New Jersey Courts	Ne	ew Jersey Judiciary Civil Division				
Independence - Integrity Fairness - Quality Service	Landlord/Tenant (LT) Trial Sheet					
Date		□ Residential	Commercial			
Case Caption			_ LT			
Plaintiff Attorney		Defendant(s) Attorney				
Factual Background						
<b>Documents (Ask Landic</b> Based upon the representa Lease Registration Notices, <u>if required</u>	ord)		iments have been filed.			
Monthly Base Rent: Late Fees: Lease Term: Claimed Total Due (Landlor <b>Defenses (Ask Tenant)</b> Fenant has stated the follov	,	Additional Rent: Penalties: Attorney Fees: (Tenant):	\$ \$ \$			
	itable or Safe (Breach o	nt has raised the following of the Implied Covenant e rental property (state the	of Habitability)			
			J.S.A. 2A:42-10.10)) because:			
compliance. This co		ndlord of rent by tenant aft	d has known tenant was not in ter effective date of Notice to Q			

#### □ Rent control ordinance in place

\_\_\_\_\_\_

- □ Tenant disputes rent claimed is permitted by ordinance.
- □ Tenant disputes fees (attorney's fees or late fees) are permitted by ordinance.
- □ Rent increase is improper under governing rent control ordinance in (municipality)
- □ **Landlord Failed to Properly Register the Rental Property** Landlord has failed to register this rental property per N.J.S.A. 46:8-33.

**Tenant Does Not Owe the Amount Landlord Claims Is Due** – Tenant states that:

- $\Box$  Base rent is incorrect and should be \$\_\_\_\_.
- $\Box$  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.

#### □ Illegal Occupancy

Tenant states that occupancy is illegal. (N.J.S.A. 2A:18-61.1(g)(3), -61.1g, -61.1h) Tenant bases this statement on the following:

□ Other

Based upon my discussion with the parties, the landlord has asserted the following response to defenses (narrative):

Witnesses

For Plaintiff: \_\_\_\_\_

For Defendant: \_\_\_\_\_

The Judiciary will provide reasonable accommodations to enable individuals with disabilities to access and participate in court events. Please contact the local ADA coordinator to request an accommodation. Contact information is available at njcourts.gov.

The New Jersey Judiciary provides court-interpreting services. If you need an interpreter, notify the court as soon as possible. Contact information is available at njcourts.gov.

## Landlord Tenant Trial Procedures Notice (CN 12822)

(Revised)



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, Landlord Case Information Statement (LCIS), copy of the lease ( or, if the lease exceeds 10 pages, the relevant portions of the lease), registration statement, if applicable, and Certification of Lease and Registration Statement. 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 as soon as possible after receipt of the complaint, otherwise it will be required at the trial.

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

#### 2. Settlement Conference

Prior to being sent for trial, the landlord and tenant will be asked to talk to each other to try to settle their case. Trained neutral court staff will help both sides try to settle their case. If the case does not settle prior to trial, the case will proceed to trial before a judge. *Neither the landlord nor the tenant is required to settle their case and both have the right to a trial*.

#### **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.

#### 3. Trial

If you are a tenant and you disagree with what your landlord claims, such as the amount of the rent that is owed, you have the right to explain your position at trial. Most trials will be conducted in person. In some cases, trial may be conducted virtually, by video, if prior approval is obtained from the court. If the tenant does not appear, the case can be marked "DEFAULT." This means the landlord can apply for a judgment against the tenant and the tenant can be evicted if the judgement is granted. If the landlord does not appear, the case can be "DISMISSED." This means the case will not proceed.

#### 4. 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.

#### 5. 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.

#### 6. 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.

#### 7. Execution of the Warrant of Removal/Eviction

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

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

#### **Illegal Evictions**

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

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

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

#### Other Options After a Judgment for Possession is Entered

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

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

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

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

#### **Available Resources**

Housing, Legal and Utilities Assistance. Court staff can give the parties a list of agencies that might be able to assist with rent, temporary shelter, or legal services.

The Department of Community Affairs (DCA) has information regarding legal, rental and other assistance programs available online at https://www.nj.gov/dca/divisions/dhcr/.

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

https://proxy.lsnj.org/rcenter/GetPublicDocument/Sites/LAW/Documents/Publications/Manual s/TenantsRights.pdf

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

If you have additional questions or issues regarding the information above, please send an email to \_\_\_\_\_\_ or call the Special Civil Part Office at

\_\_\_\_\_, ext.\_\_\_\_. Please note that Judiciary staff cannot provide legal advice.

## Request for Residential Warrant of Removal (CN 12836)

(Revised)

Name:	
Attorney ID Number:	
Address:	
Telephone Number:	
Email Address:	
	Superior Court of New Jersey
	Law Division, Special Civil Part
	Landlord-Tenant
Plaintiff	County
V.	Docket Number: LT-
	Civil Action
Defendant	<b>Request for Residential</b>
	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): $\Box$ landlord, $\Box$ general partner of the partnership <b>or</b> $\Box$ 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. 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)

## Certification of Lease and Registration Statement Form (CN 12842)

(No change to form)

Name:	
Attorney ID Number:	
Address:	
Telephone Number:	
Email Address:	
	Superior Court of New Jersey
	Law Division, Special Civil Part
	Landlord-Tenant
Plaintiff/ Landlord	County
V.	Docket Number: LT-
	Certification of Lease and
Defendant/ Tenant(s)	<b>Registration Statement</b>
	Residential     Commercial

\_\_\_\_\_, (Esq.) of full age, being duly sworn according to law, certify and say (select one option for each of the following):

- 1. I am: □ the plaintiff/landlord □ an attorney at law duly licensed to practice in the state of New Jersey in the above-captioned landlord tenant action.
- 2. The lease that is the subject of this action is: □ attached in full □ attached in pertinent part and the full lease document is in excess of 10 pages □ not the subject of a written agreement.
- 3. □ I have attached a copy of any registration statement for the residential rental property required by the Landlord Registration Act N.J.S.A. 46:8-27.
  □ The property is exempt from registration pursuant to N.J.S.A. 46:8-28.5(b).

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 Attorney/Self-Represented Landlord)

(Printed Name of Attorney/Self-Represented Landlord)