

From: [Noah D. Zakim](#)
To: [Comments Mailbox](#)
Subject: [External] Notice – Proposed Amendments to Landlord Tenant Forms and Processes – Publication for Comment – Comments Requested by April 28, 2025
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I take issue with the bellow proposed amendment to R. 6:2-1 insofar as it does not appear to specify this amendment only applies in the context of **residential** summary dispossession actions.

It would be unfairly prejudicial to commercial property owners to wait a minimum of five (5) weeks from the date of service of the summons and complaint for a landlord/tenant trial to be scheduled particularly in a non-payment case.

This amendment should be revised to clarify that the five (5) week period from date of service to trial only applies to **residential** non-payment cases.

6:2-1 Form of Summons The form of the summons shall conform with the requirements of R. 4:4-2 and shall be in the form set forth in Appendix XI-A(1) to these Rules or, for small claims, in the form set forth in Appendix XI-A(2) or, for tenancy actions, in the form set forth in Appendix XI-B. However in landlord and tenant actions for the recovery of premises, summary ejectment and unlawful entry and detainer actions, and actions in the Small Claims Section, in lieu of directing the defendant to file an answer, the summons or signed order to show cause used as original process, shall require the defendant to appear and state a defense at a certain time and place, to be therein specified, which time shall be not less than [10 days] 5 weeks in summary dispossession actions and not less than 5 business days [in small claims], nor more than 30 days from the date of service of the summons in small claims actions, and shall notify the defendant that upon failure to do so, judgment by default may be rendered for the relief demanded in the complaint.

Noah Zakim, Esq.

Zakim & Zakim P.C.

190 Moore Street - Suite 306

Hackensack, NJ, 07601

Phone: (201) 488-7211 Ext. 301

Direct: (201) 971-4487
Mobile: (201) 519-7696
Fax: (201) 488-1210
Email: noah@nklaw.com

Noah D. Zakim

Zakim & Zakim P.C.

, ,

Phone:
Mobile:
Fax:
Email: noah@nklaw.com

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