

COMMUNITY HEALTH LAW PROJECT



#014

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New Jersey's Legal and Advocacy Organization For People With Disabilities

Erika Kerber, Esq.
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April 28, 2025

Via Email (Comments.Mailbox@njcourts.gov)

The Honorable Michael J. Blee, J.A.D.
Acting Administrative Director of the Courts
Administrative Office of the Courts
Attn: Residential Landlord Tenant Forms & Process
Hughes Justice Complex
P.O. Box 037
Trenton, NJ 08625-0037

Re: Comments on Proposed Amendments to Landlord Tenant Forms and Processes

Dear Judge Blee:

The Community Health Law Project (CHLP) is a non-profit legal services organization that provides legal and advocacy services to low-income New Jersey residents with disabilities, chronic health conditions, and the frail elderly. CHLP has been serving consumers state-wide since 1976. In our almost fifty years of service, we have assisted approximately 100,000 individuals. CHLP serves a very vulnerable population in New Jersey who have either experienced homelessness or have been at risk of homelessness. As such, we are extremely pleased to see positive changes being proposed to the court's landlord tenant forms and process in the March 27, 2025 Notice to the Bar. However, we do have a few concerns and comments that we would like to submit and are set forth in detail below.

In regards to the proposed revisions of the existing residential landlord tenant complaint form, CHLP signed on to submitted comments by the Coalition of Advocates for Low-Income Tenants (please see attached) which gives comments and proposed revisions of the revised form. CHLP is in agreement with the group and their comments. However, in revising the complaint, CHLP would strongly encourage the Court to consider a few more issues, the most important being that the revised complaint form needs to take into consideration jurisdictional issues in landlord tenant matters that can deprive the landlord tenant court of the jurisdiction to issue a judgment of possession.

Proper notices are the biggest jurisdictional prerequisite in landlord tenant matters. As per the anti-eviction act, tenants require a notice to quit, and in some instances a notice to cease, in order for the court to have jurisdiction over the matter. Kroll Realty, Inc. v. Fuentes, 163, N.J. Super. 23,26 (1978). Without a proper notice to quit, the court lacks jurisdiction to enter a judgment of possession. Id. Paragraph 14 and Paragraph 27 of the proposed revised complaint asks if the required notices in both non-payment and holdover cases were served on the tenant and attached to the complaint. However, given the importance of the notices, we believe the court should consider including more specific language that all legally required notices must be served on the tenant and must be attached to the complaint. If a landlord fails to do so, the court can flag it and issue a corrective deficiency notice before the matter is scheduled for a hearing date, or dismiss it if the landlord fails to comply. A pro se tenant may not be savvy enough to know what notices are legally required or how to make a jurisdictional argument should the matter proceed to a hearing which is why it is important for the revised complaint to include language making it a requirement to attach those documents.

In addition to the notice to cease and notice to quit, landlords may be required to send notice to a subsidized housing provider. Failure to do so would also deprive a court of jurisdiction to hear the matter. Winns v. Rosado, 440 N.J. Super. 98 (Law Div. 2014). Furthermore, laws like the CARES Act (Coronavirus Aid, Relief, and Economic Security) and VAWA (Violence Against Women Act) require specific notices be served on a tenant. These notices are important as they advise a tenant of their rights. CHLP would like to advocate for Paragraphs 14 and 27 to contain language making it mandatory for all other notices to the tenant and any third party entity be attached to the complaint.

In addition to the jurisdictional issues raised by proper notices, there is also the fact that landlord tenant matters are summary dispossess actions, which means that the tenant does not have the opportunity for discovery in these matters. Tenants are not able to make formal discovery requests to find out if and how the necessary parties were served notice. This leaves tenants at a severe disadvantage. As such, the complaint should also make it mandatory that proof of service of any and all notices on the tenant and any other third party be attached to the complaint. It cannot be sufficient for a landlord to check a box indicating a tenant was served. The landlord is the only party in the matter with the means and ability to prove service. As such, they should be required to submit those proofs prior to any matter being docketed and scheduled for a hearing.

Tenants can also be left at a severe disadvantage in a landlord tenant action if they are not provided with the tenant ledger and the written lease. Paragraphs 10-11 and 15-16 deal with the lease and the ledger using passive language that does not indicate whether those documents are required to be attached. The complaint should have language in it that affirmatively requires landlords upload the written lease, regardless of how many pages it is. Everything is uploaded electronically, so the length of the lease should not be an issue since it's in a digital format. Same with the tenant ledger. The tenant requires both in order to be able to properly prepare a defense prior to the actual hearing date given the lack of discovery in these matters.

Lastly, paragraph 23 of the complaint states that the total amount due and owing to have the complaint dismissed may change based on the base rent and permissible additional rent that becomes due after the filing of the complaint. In addition to running contrary to established law as pointed out in the submitting comments by the Coalition of Advocates for Low-Income Tenants (please see attached at p.4), this is incredibly problematic for the clientele that we serve. Our clients are low-income and often rely on nonprofit and governmental agencies to provide assistance with back rent in nonpayment of rent cases. Without a firm number needed to obtain a dismissal, tenants will have difficulty getting assistance in paying those monies. As such, we encourage the Court to review paragraph 23 and consider reverting to language that is used in the current complaint setting a firm amount needing to be paid to have the matter dismissed.

The next matter open for comment as per the March 27, 2025 Notice to the Bar is that courts will require that the proposed form be filed by attorneys and by self-represented landlords. CHLP supports this requirement. It will lend uniformity to the filings and ensure that landlords are filing proper and necessary documents in these types of cases.

The third matter open for comment is the revised tenancy summons that will now include the trial date on the summons. CHLP also supports this proposed revision. Having the trial date listed in the initial set of papers gives tenants clear guidance on when their court date is. We also support the proposed revisions to New Jersey Court Rule 6:2-1 that provides for at least 5 weeks from when service of the complaint and summons until the hearing can be held. This provides tenants with more time to seek and obtain legal representation, as well as funds to pay any back rent that may be legally due and owing. As such, CHLP supports these revisions.

The fourth and last matter open for comment is the proposed change to the Landlord Case Information Statement (LCIS) that removes language in the LCIS referencing the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act. CHLP does not support this proposed change. Removing this line in the LCIS would imply that landlords no longer have to comply with the CARES Act. However, the CARES Act provision requiring 30-days' notice to the tenant before they can file an eviction matter is still in effect. See 15 U.S.C. §9058(c)(1-2). This rule applies to any federally backed housing provider. For CHLP, our clients are low-income and have disabilities. As such, they are more likely to have and be eligible for subsidized housing that is federally backed. Having an additional 30-days to try to obtain rental assistance before a complaint can be filed against them would be incredibly beneficial. The biggest benefit would be to the tenant who is able to secure assistance before the 30-days expires and the eviction complaint is filed. Once an eviction complaint is filed, it is searchable and could be found by a credit reporting agency. It could impact a tenant's credit score as well as their ability to find any future affordable housing. But by resolving the issue within the 30-day time period, the tenant would avoid having a filing against them and all of the negative effects that come with it. Given the importance of having those extra 30-days to resolve a matter, CHLP would recommend leaving the line in the LCIS referencing the CARES Act.

As we said at the beginning of this letter, CHLP is extremely pleased to see the proposed changes to the landlord tenant forms and processes. Overall, it will provide a better and fairer eviction process to our clients. However, we do believe that by taking our comments and suggestions in this matter into consideration, the process can be strengthened to ensure that all

the necessary jurisdictional prerequisites are being provided to the court and will prevent faulty judgments of possession from being entered against tenants. We thank you for the opportunity to submit these comments.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Sean M. Benoit', with a long horizontal stroke extending to the right.

Sean M. Benoit, Esq.
Director of Litigation
Community Health Law Project

Comments from a
Coalition of
Advocates for
Low-Income
Tenants

**Comments on Proposed Amendments to Landlord-Tenant Forms and Processes
from a Coalition of Advocates for Low-Income Tenants
April 28, 2025**

These comments come from a coalition of tenant advocates, including:

- Camden Coalition
- Center for Justice Innovation
- Community Health Law Project
- Fair Share Housing Center
- Lowenstein Center for the Public Interest
Lowenstein Sandler LLP
- Office of Eviction Prevention
Division of Housing and Community Resources
New Jersey Department of Community Affairs
- Housing Justice Project
Center for Social Justice
Seton Hall University School of Law
- Housing Justice Project
Rutgers Law School
- Make the Road New Jersey
- New Jersey Coalition to End Domestic Violence
- Volunteer Lawyers for Justice
- Volunteer UP Legal Clinic

Together, these organizations have spent thousands of hours over many decades representing and advocating on behalf of low-income residential tenants. The coalition brings this experience to bear in the comments that follow.

If the Court has questions about these comments, it can reach out to the following:

- Jessica Kitson, Volunteer Lawyers for Justice, jkitson@vljnj.org
- Anne McLane Kassalow, Seton Hall Housing Justice Project,
anne.kassalow@shu.edu
- Catherine Weiss, Lowenstein Center for the Public Interest, Lowenstein
Sandler, cweiss@lowenstein.com

The coalition of tenant advocates (the Coalition) is grateful to the Court for its collaboration with us and others in crafting the revisions to the residential eviction complaint, and we welcome this opportunity to comment on the proposed complaint and the associated documents.

Overall, the Coalition supports the Court's revisions to the complaint and the amendments to the accompanying documents and Court Rules. The proposals promise to move the residential eviction process toward greater fairness and transparency for all litigants. The proposals also have the potential to help landlord-tenant courts throughout the state confirm their jurisdiction before entering residential eviction judgments.

We outline below our recommendations with regard to the proposals. These recommendations track the order of paragraphs in the complaint, followed by separate review of the associated documents. Revised text is in blue; proposed additions are in **bold**; proposed deletions are ~~struck through~~ and [bracketed].

PROPOSED COMPLAINT

Paragraphs 7 and 8

We recommend that the Court clarify what registration and what exemption it is referring to in paragraphs 7 and 8. Landlords file various registrations, with rent control and municipal code enforcement, for example. And landlords may benefit from exemptions under several laws. We therefore suggest that the Court renumber paragraphs 7 and 8 as paragraphs 6.a. and 6.b. to signal that all the information requested in paragraph 6 pertains to the Landlord Identity Law. By explicitly referring below to the provision that creates the exemption from this statute, we obviate the need to recite the terms of this (in any case, rarely applicable) provision in the complaint.

The renumbered paragraphs could read as follows:

6.a. The tenant ☐ was ☐ was not given a copy of [the] **this** registration

6.b. The property ☐ is ☐ is not exempt **from registration under N.J.S.A. 46:8-28.5.** ~~[as an owner-occupied residential property with only one rental unit and it meets at least one of the following exemption requirements: ...]~~

- ~~■ The property has been certified to be free of lead-based paint;~~
- ~~■ The property was constructed during or after 1978;~~
- ~~■ The property is a seasonal rental unit which is rented for less than six months' duration each year; or~~
- ~~■ The property has been certified as having a lead-free interior by a certified inspector.]~~

Paragraph 11

We recommend that all leases be attached in full. Because there is no sure way to know in advance what provisions of a lease may prove relevant in an eviction case, it is important for

litigants and their lawyers to see the whole document. Given the advent of electronic filing in landlord-tenant cases, the burden on landlords is much reduced as uploading an electronic copy of a complete lease should not present a problem.

The landlord-tenant court would still have to print the lease (along with the complaint and all attachments) for service on the tenant, but we hope the courts will be willing to undertake this task for the sake of ensuring that litigants have access to complete information. If the Court accepts this recommendation, paragraph 11 would read as follows:

11. The written lease ☐ is ~~[has]~~ ☐ is not ~~[has not been]~~ attached in its entirety.

If the Court continues to allow the filing of partial leases, however, we believe that the paragraph needs clarification.

11.a. The written lease ☐ is ~~[has]~~ ☐ is not ~~[has not been]~~ attached in its entirety.

b. The written lease ~~[exceeds 10 pages. The relevant portions of the lease include:]~~ is ☐ longer ☐ equal to or shorter than 10 pages. If longer than 10 pages, the following relevant provisions ☐ are ☐ are not attached:

{Continue with the boxes now in subparagraph a.}

Paragraphs 13 and 14

Paragraph 13 is unclear. It does not ask directly whether the tenancy is supported by a housing program or subsidy. It then offers an incomplete list of potential subsidies and programs. We recognize that such a list can never be fixed or complete because programs are eliminated and created year after year. Indeed, in just the last five years, several new rental assistance programs were created and later withdrawn in the wake of the COVID-19 pandemic. It therefore seems preferable not to include a list that will inevitably become outdated and inaccurate but instead to require the landlord to identify the specific, applicable program.

We understand paragraph 14 to refer to notices served in non-payment cases, generally in connection with subsidies, but that is not clear as the paragraph is now written. We have added clarifying language, and signaled that federal and state law, and the lease, may be the source of notice requirements in non-payment cases.

In addition, paragraph 14 refers to service on the tenant, but some subsidy programs (the Section 8 voucher program, for example, 24 C.F.R. § 982.310(e)(2)(ii)) also require service on the housing authority. We have therefore omitted the phrase “on tenant” so as not to mislead litigants to ignore other applicable notice requirements.

13. The tenancy ☐ is or has been ☐ is not and has not been supported by a subsidy or housing program, including subsidies and housing programs that

apply to the building as well as to the individual tenancy. [Select all housing programs that apply or have applied to this tenancy.]

- ☐ ~~Housing Choice [including Section 8] Voucher ("HCV")~~
- ☐ ~~Project Based Voucher ("PBV")~~
- ☐ ~~State Rental Assistance Program ("SRAP") Public Housing~~
- ☐ ~~Section 8 Project Based Rental Assistance~~
- ☐ ~~Section 202/162 Project Assistance Contract ("PAC")~~
- ☐ ~~Section 202 Project Rental Assistance Contract ("PRAC")~~
- ☐ ~~Section 811 PRAC~~
- ☐ ~~Section 811 Project Rental Assistance Program (811 PRA)~~
- ☐ ~~HUD's Rental Assistance Demonstration Program (RAD)~~
- ☐ ~~Other (specify) _____~~

b. If the tenancy is or has been so supported, specify the applicable subsidy or program _____.

(This subparagraph must be completed for all tenancies supported by subsidies or housing programs.)

14. [Required notices] **Notices in non-payment cases that are required by any applicable subsidy, housing program, federal or state law, or the lease** ☐ have been ☐ have not been served [on tenant] and ☐ are ☐ are not attached to the complaint as follows.

Notice (describe): _____ Date served [on tenant]: _____

Notice (describe): _____ Date served [on tenant]: _____

Notice (describe): _____ Date served [on tenant]: _____

If the Court does not accept these revisions, it will want to make a correction in the list of potentially applicable programs: "Public Housing" should be on its own separate line. The Court may also want to consider adding Low-Income Housing Tax Credits, as this is a common subsidy omitted from the current list.

Paragraphs 15 and 16

We recommend consolidating these two paragraphs, for the sake of brevity, and even more importantly, moving them to the end of the Non-Payment section of the complaint. While ledgers are helpful, they are not required to be attached, but the landlord is required to complete the table in what is now paragraph 17 so that the tenant knows exactly what is due to avoid eviction. (See more on that below, in the discussion of paragraph 23.) We believe moving references to the ledger to the end of the section will avoid misunderstandings about whether the landlord can attach the ledger *instead of* completing the table in what is now paragraph 17.

The consolidated paragraph referring to the ledger would follow what is now paragraph 22, and we recommend that it read as follows:

~~[15.]~~ **{Renumber as needed}** There ☐ is ☐ is not a written rental ledger for this tenant, **and if so,**

~~[16.]~~ **[T]**the ~~[written rental]~~ ledger ☐ is ☐ is not attached to the complaint.

Paragraphs 20, 21, and 22

We suggest minor technical corrections to these paragraphs, as follows:

20. There ☐ is ☐ **is not** due from tenant "additional rent."

NOTE: Only late fees, attorneys' fees and other charges that are specified as "additional rent" in the written lease, and are permitted by applicable federal, state, and local laws, {noting added comma because text is already bold} may be included below.

21. The filing fees ~~[paid by]~~ **due from** the plaintiff for this case are \$_____.

22. TOTAL AMOUNT DUE:

\$ _____
(Base ~~[R]~~rent, ~~[P]~~permissible ~~[A]~~additional ~~[R]~~rent ~~[A]~~and
~~[F]~~filing ~~[F]~~fees)

Paragraph 23

As written, paragraph 23 does not meet the legal standard for stating what the tenant owes to avoid eviction. As you know, the Court has required that "the complaint filed against a defaulting tenant should expressly and conspicuously emphasize the amount the tenant is required to remit to avoid eviction." *Hodges v. Sasil Corp.*, 189 N.J. 210, 232 (2007). Moreover, New Jersey law has long provided that if the tenant pays into the court the rent legally due by 4:30 P.M. on the trial date, the action will be dismissed. *See* N.J.S.A. 2A:18-55. The tenant must therefore know in advance, through service of the complaint, how much rent is due to avoid eviction.

The current landlord-tenant complaint addresses this issue in paragraph 9B, which reads:

9B. The date that the next rent is due is (date) _____.

If this case is scheduled for trial before that date, the total amount you must pay to have this complaint dismissed is (Total from line 9A) \$ _____.

If this case is scheduled for trial on or after that date, the total amount you must pay to have this complaint dismissed is \$ _____. (Total from line 9A plus the amount of the next rent due)

The existing complaint thus ensures that the tenant knows what they will owe on the *trial date* to avoid eviction, even though on the *filing date*, the landlord cannot be sure whether the tenant will

owe certain potentially collectible fees, such as a permissible late fee. This strikes the correct balance: it is more important that the tenant know how much to pay to avoid eviction on the trial date than that the landlord be able to collect every dollar that may be legally due on that date. Permissible additional charges can be carried forward, the common practice of landlords.

Any alternative is unworkable. Most cases do not go to trial, and few if any cases go to trial when the tenant is prepared to pay what is due on the trial date. The landlord-tenant court will not, therefore, have established the amount legally due. In the absence of a judicial determination of what is lawfully owing, we respectfully ask the Court to restore the language in the current complaint, adding base rent for each additional month that passes after filing. (Filing fees are already included in the total due as stated in paragraph 22.) The revised complaint should forecast at least two months into the future, as the timeline for eviction hearings is extended under the proposed Rule amendments.

Here is our proposed language:

23. The date that the next rent is due is _____.

If the trial is scheduled after the next rent payment is due, the total amount you must pay to have this complaint dismissed is \$ _____ (total from paragraph 22 plus the amount of the next base rent due).

If the trial is scheduled after the next two rent payments are due, the total amount you must pay to have this complaint dismissed is \$ _____ (total from paragraph 22 plus the amount of the next two base rent payments due).

Base rent payments will continue to be added as they come due until the trial date.

~~[The TOTAL AMOUNT DUE to have the complaint dismissed may change based on base rent and permissible additional rent that become due after the filing of the complaint.]~~ The~~[at]~~ amount due may be ~~[made]~~ **paid** to the landlord or the clerk of the court at any time before 4:30 p.m. on the trial date, **in which case the eviction complaint will be dismissed.**

Holdover Section – Paragraphs 24-27

We have no suggested revisions to this section, other than to note that a space is missing between the word “RENT” and the parenthetical “(HOLDOVER)” in the heading.

SUMMONS

We are pleased to see the trial date and time reincorporated into the summons. Thank you.

We have only minor suggestions on the summons:

- The text in the first paragraph might refer to “legal assistance” rather than “legal [advice],” as legal services providers offer many tenants more than just advice.
- In the second paragraph, making referrals for housing assistance, we hope the Court will add the New Jersey Office of Eviction Prevention at (609) 376-0810; <https://www.nj.gov/dca/dhcr/offices/dhcroep.shtml>, as this office maintains a network of resource navigators and lawyers who assist thousands of tenants throughout the state in finding housing and other support.
- We ask the court to add websites wherever possible for the entities to which referrals are made.
- Finally, the font in the summons might be enlarged to make it legible, especially to people without perfect vision.

LANDLORD CASE INFORMATION STATEMENT

We note only that the LCIS should mirror the complaint. For example, if the list of subsidy/housing programs is omitted from the complaint, it should also be omitted from the LCIS; if the list is retained, it should be the same list in both places.

The Coalition has argued many times that the CARES Act notice requirement remains in effect. We continue to believe this is legally correct, but we do not repeat the argument here.

RULE 6:2-1 FORM OF SUMMONS

We appreciate that the Rule will reflect that the Court now allows at least five weeks between the service of the summons and the trial date in a landlord-tenant action.

IMPLEMENTATION

Commercial Tenancies: Once the new summons and complaint forms for residential evictions are available, the old forms will need to be removed from the court website. A new form will be needed for commercial evictions.

Instructions: As the court is aware, the instructions will need to be revised to reflect the provisions and requirements of the new complaint. The Coalition is happy to assist with this process.

Brochure on Information for Residential Tenants: The Court’s brochure entitled Information for Residential Tenants,¹ dated June 2024, will need to be updated. Again, the Coalition is happy to assist.

LOOKING AHEAD

We are grateful for the Court’s work toward a clearer and more comprehensive residential eviction complaint. The proposed revisions, and the additional changes suggested here, can only

¹ Available at https://www.njcourts.gov/sites/default/files/forms/10288_info_tenants.pdf?cb=b1eeca8.

improve the process by signaling what information and attachments are necessary for a valid filing.

We urge the Court to follow through by training court personnel in assessing the new complaints for legal sufficiency and sending deficiency notices whenever necessary. The new complaint will position the landlord-tenant courts to ensure that filing requirements are actually met, but this can only be accomplished by systematic review of filings and consistent responses to deficiencies. Without such follow-through, the promise of the new complaint cannot be realized.

We stand ready to assist with implementation, and we once again ask the Court to review the implementation process in the vicinages and to report publicly on the findings from such review. Litigants and their advocates should have ready access to data demonstrating what we anticipate will be significant improvement in the filing of legally sufficient residential eviction complaints.