

SUPERIOR COURT OF NEW JERSEY APPELLATE DIVISION DOCKET

NO. A-002424-25

Zalayah Hunt

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Defendant-Appellant, Pro Se

PHILLIPSBURG HOUSING AUTHORITY, Plaintiff-Respondent,

v.

ZALAYAH HUNT, Defendant-Appellant.

Case Type: Civil (Landlord-Tenant)

County: Warren

Trial Court Docket Number: WRN-LT-000666-25

Trial Court Judge: Hon. Christopher M. Troxell, J.S.C.

BRIEF FOR DEFENDANT-APPELLANT, ZALAYAH HUNT

TO: THE HONORABLE JUDGES OF THE APPELLATE DIVISION

Dear Judges:

Pursuant to **R. 2:6-2(b)**, please accept this letter brief in support of my appeal in this matter.

Appellate Letter Brief Appellate Division Docket Number: A-002424-25

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PRELIMINARY STATEMENT

The Doctrine of Waiver is the primary ground for this appeal. Appellant, a twenty-four-year-old single mother and five-year resident of the Phillipsburg Housing Authority ("PHA"), seeks the vacatur of the Judgment for Possession on the grounds that the PHA waived its right to evict by retaining Appellant's March rent for eighteen days (**4A**) while simultaneously prosecuting an alleged "breach."

This appeal further challenges the Judgment for Possession entered on March 18, 2026, which initially included a "Pay and Stay" provision, and a subsequent "Amended Order" entered *sua sponte* by the Trial Court on March 19, 2026, which summarily revoked that provision (**2A-3A**).

Furthermore, the alleged breaches were not substantive failures by the Appellant, but were instead manufactured from the PHA's own administrative errors, including the failure to provide proper notice and the active obstruction of Appellant's right to cure. Additionally, the Trial Court's issuance of an "Amended Order" removing a "Pay and Stay" provision less than 24 hours after it was granted—without notice or a hearing—constitutes a clear violation of Appellant's Due Process rights.

The Court further erred by summarily denying Appellant's request for a hardship stay, despite the presence of a minor child and the irreparable harm of homelessness. Finally, the Court committed reversible error by granting Plaintiff's counsel's explicit request to "waive" the mandatory thirty-day period under the Abandoned Tenant Property Act, truncating Appellant's removal period to a mere ten days. This procedural overreach and the court's disregard for statutory protections resulted in a manifest miscarriage of justice. Appellant respectfully requests that this Court vacate the judgment.

TRANSCRIPT DISCLOSURE & MOTION TO SETTLE THE RECORD

Pursuant to the Court's prior order permitting these proceedings to move forward without transcripts, Appellant's Statement of Facts regarding the March 18, 2026, hearing and the preceding administrative actions is based upon her contemporaneous records and clear recollection of the proceedings.

Appellant has filed a **Motion to Supplement and Settle the Record** specifically regarding the evidence of the PHA's retention of March rent (**4A**); the Trial Court has "reserved" its decision on said motion. Regarding the remainder of the oral record and the PHA's administrative history, Appellant maintains that the facts presented herein accurately represent the testimony, the recorded communications, and the Trial Court's verbal rulings.

REQUEST FOR RELAXATION OF RULES (RULE 1:1-2) Appellant is a pro se litigant currently managing this appeal on a mobile device with significant technical and storage limitations. Pursuant to **Rule 1:1-2(a)**, Appellant respectfully requests that this Court relax the formatting of this Brief in the interest of justice. Appellant has made a good-faith effort to present the relevant legal points and exhibits. Further, Appellant moves for relief under **Rule 4:50-1**, as the PHA's retention of rent (**4A**), the PHA's active *obstruction of Appellant's right to cure* (**7A-15A; 17A-19A**), and the Trial Court's *sua sponte* Amended Order constitute "**extraordinary circumstances**" that render the current judgment fundamentally unjust.

PROCEDURAL HISTORY

On November 14, 2025, Appellant and Respondent (PHA) entered into a Court established Probation Agreement. The Phillipsburg Housing Authority (PHA) subsequently alleged a breach of this agreement (**6A**) and applied for a Judgment for Possession and Warrant for Removal.

On March 18, 2026, following Appellant's filing of an Order to Show Cause to vacate the judgment and warrant, Judge Christopher M. Troxell, J.S.C., held a hearing and issued an Order providing Appellant with a "Pay and Stay" provision (**2A**).

On March 19, 2026, the Trial Court issued an "Amended Order" *sua sponte*, removing the "Pay and Stay" provision without providing notice or an opportunity to be heard (3A).

On March 20, 2026, Appellant filed a Notice of Appeal to the Appellate Division.

On April 17, 2026, this Court entered an Order allowing the appeal to proceed without the production of transcripts in the interest of justice pursuant to R. 1:1-2(a), and scheduled oral argument for May 19, 2026.

STATEMENT OF FACTS

I. The November 14, 2025 Probation Agreement: On November 14, 2025, Appellant and the Phillipsburg Housing Authority (PHA) entered into a court-sanctioned Probation Agreement. This agreement, which was scheduled to remain in effect until May 14, 2026, was intended to provide a stable framework for Appellant's continued tenancy. However, shortly after its execution, the PHA began a campaign of **administrative sabotage** designed to manufacture a technical breach of this probation.

II. The Pattern of Administrative Obstruction and Mailing Failures

Throughout the probation period, the PHA maintained a pattern of *unreliable communication*. On January 5, 2026, Appellant received a '2nd Notice' from the

PHA regarding a missing verification calculation worksheet. Critically, Appellant never received the '1st Notice' allegedly sent by the PHA, nor did she receive any of the original documentation by mail, email, or hand-delivery. This '2nd Notice' demanded that the documents be submitted by **December 30, 2025**—a date that had already passed by the time the notice was received.

On January 6, 2026, Appellant proactively contacted PHA staff member Wendy Bickleman to report this failure. Appellant's proactive efforts to resolve this were documented in a recorded phone call, confirming that the PHA's mailing process was fundamentally unreliable and that Appellant sought to preserve an accurate record of her compliance attempts. During this recorded conversation, Ms. Bickleman did not dispute the delivery failure and instead requested that Appellant appear in person the following day (**37A**). Appellant complied immediately, appearing on January 7, 2026, to sign the necessary forms. Despite this successful resolution and Appellant's documented efforts to overcome the PHA's unreliable mailing process, a mere six days later, the PHA alleged a breach based on a subsequent 'January 12th notice' for which they have failed to produce any certified mail receipts.

III. The "Bait-and-Switch" Appointment Policy: The PHA employed contradictory policies to ensure a "technical" breach. On January 29, 2026, Joanne

Tersigni (PHA) explicitly informed Appellant: "As you know, we do not make appointments via email... This procedure has not changed."**(23A)**

Relying on this directive, Appellant expected appointment scheduling to occur via telephone. However, the PHA's subsequent allegation of a breach was based entirely on a February 9, 2026 email from Ms. Bickleman attempting to unilaterally schedule a meeting via email **(38A)**—*the very medium Appellant was told not to use*. When Appellant attempted to follow the "correct" procedure by calling to coordinate a "mutually convenient time" on February 17, 2026, **her calls were ignored**. The PHA's inconsistent enforcement of this policy is not a mere 'courtesy,' as the PHA has utilized email for scheduling appointments for years. This demonstrates a pattern of enforcing internal policies selectively to suit the PHA's administrative convenience, while simultaneously weaponizing that same process to penalize Appellant. When Appellant attempted to follow the 'correct' formal procedure by calling to coordinate a 'mutually convenient time' on February 17, 2026, her calls were ignored. The PHA then weaponized its own silence to file a Certification of Breach on February 18, 2026, less than 24 hours after Appellant's good-faith outreach.

IV. Context of Appellant's Pro Se Representation and Competing Legal

Obligations The PHA's characterization of Appellant's silence as "bad faith" is a

deliberate misrepresentation of a mother managing a high-stakes, pro se legal emergency. During the period of February 9, 2026, through February 17, 2026, Appellant was not "ignoring" the PHA; she was actively engaged in life-altering litigation regarding the protection of her family's future and safety.

A. The Burden of Pro Se Litigation Appellant is a 24-year-old single mother, not a lawyer. During the week of February 9th, Appellant was burdened with the herculean task of managing complex litigation against a predatory relative. This required Appellant to spend hours daily at the library, drafting hundreds of pages of legal documents, coordinating service of process on multiple parties, and navigating notarization requirements. This work was essential to secure the future of her household. To suggest that a pro se litigant should prioritize an 8:30 AM administrative meeting over an active, time-sensitive legal battle for her family's safety is a grotesque distortion of reality.

B. The Impact of Competing Hearings On February 12, 2026, Appellant was required to attend a Temporary Restraining Order (TRO) hearing, for which she received notice at the eleventh hour. The pressure of this hearing, combined with the administrative demands of the litigation, created a period of **extreme exigent circumstances**. The PHA's demand for 'same-day' responsiveness during this exact

window—which Appellant had previously informed them would be a window of absence (33A)—ignores the human reality of a mother acting as her own counsel.

C. The PHA’s Double Standard The PHA operates with the luxury of administrative staff, legal counsel, and the ability to close offices for "vacation" or "administrative leave" without consequences. Appellant, as a pro se litigant, has no such support. The PHA’s refusal to acknowledge the objective difficulty of balancing an active lawsuit and complex and now civil litigation against a pro se parent is evidence of a predatory, rather than administrative, posture. Appellant’s outreach on February 17, 2026 (17A-19A)—the very moment the pressure of these hearings subsided—proves that her intent was always to comply, not to evade. The PHA simply chose to manufacture a breach rather than accommodate the reality of a pro se litigant’s constitutional right to access the courts.

V. The January 12th "Hand-Delivery" Fabrication The PHA’s reliance on a January 12, 2026, notice is fundamentally flawed and rests on inadmissible hearsay. During the March 18, 2026, hearing, the Trial Court accepted an eleventh-hour Maintenance Affidavit produced by the PHA as proof of service. Critically, this affidavit was drafted on the morning of the hearing (March 18, 2026)—over two months after the alleged event (January 12, 2026)—to retrospectively justify a breach. The maintenance worker who allegedly

"hand-delivered" the document **was not present in court**, depriving Appellant of her Sixth Amendment right to confront the witness and cross-examine the validity of the delivery. Appellant, who was home the entire day of January 12th, maintains that no delivery occurred. This "eleventh-hour" affidavit mirrors the administrative failure of January 6th, where the PHA similarly claimed to have sent documents that never arrived. The PHA produced no certified mail receipt for the January 12th memo, relying instead on a hearsay affidavit drafted the morning of the trial.

VI. Itemized Rebuttal of the Five Alleged Breaches The PHA's Certification of Breach relies on a series of administrative "traps" that disregard the Appellant's proactive efforts to comply and her documented legal obligations elsewhere.

The following evidence, is essential for this Court to understand the PHA's pattern of administrative obstruction.

Alleged Failure to Respond to the January 12, 2026 Memo

The PHA's Claim: Appellant failed to attend a meeting by January 16th following a memo sent on January 12th.

The Fact: Appellant never received the January 12th memo. This mirrors the prior mailing failure of January 6th, where Ms. Bickleman did not deny the failure and instead required Appellant to sign documents in person on January 7th. Regarding

the January 12th 'notice,' the PHA's evidence is a legal absurdity: they rely on a 'Maintenance Work Order' that is **not signed by the Appellant**. The PHA is attempting to characterize 'labor' as a substitute for the legal service of notice. A work order is designed to track maintenance tasks, not to serve as a verifiable record of service for high-stakes legal compliance. The PHA admits it does not require signatures for 'Zero Income' forms, yet it now attempts to rely on an unsigned, unverified internal maintenance slip to prove a breach. This eleventh-hour affidavit and the unsigned work order are retrospective fabrications drafted to provide the illusion of service. The PHA cannot manufacture a breach of a court-sanctioned probation based on an unverified, un-mailed memo that is backed by nothing more than a maintenance slip that the Appellant never saw and never signed.

The January 30th "Reason for Rescheduling"

The PHA's Claim: Appellant rescheduled a 3:00 PM meeting to 4:30 PM on the same day without providing a specific "reason."

The Fact: Appellant's request to move the meeting by 90 minutes was a direct result of the PHA's prior mailing failures. Appellant had emailed Wendy Bickleman three (3) times requesting the Zero Income form be sent electronically because it was never received in the January 12th "memo." Appellant's 1:13 PM

email was a good-faith attempt to secure and print the forms beforehand to ensure the meeting was productive. Furthermore, Appellant—a pro se litigant—reasonably interpreted the Probation Agreement's "reason for rescheduling" requirement to apply to the cancellation of dates, not a minor 90-minute adjustment on the same business day. In any event, Appellant appeared at 4:30 PM, signed the documents, **and achieved the substantive goal of the meeting**, rendering any technical delay *de minimis* that does not constitute a “substantial breach” of a probation agreement, especially since the substantive goal of the meeting was achieved.

The "Monday, 2/2/26" Appointment Trap

The PHA's Claim: Appellant refused to confirm a Monday appointment without a reason.

The Fact: This allegation is based on a fraudulent alteration of a signed document. On January 30, 2026, Appellant informed PHA staff member Joanne Tersigni face-to-face that she would be in Newark from February 2nd through February 16th for active litigation (Docket CP-0050-2026). Despite this, Ms. Tersigni **took a pen and unilaterally wrote** "will call 2/2 to come in for an appointment on 2/2" onto the typed document Appellant had already signed **(32A)**. Upon leaving and discovering this unauthorized addition, Appellant immediately emailed Ms.

Bickleman to reiterate that she would be out of town and could not confirm a 2/2 appointment (34A).

The PHA's claim that Appellant 'refused' to confirm the appointment without a reason is flatly contradicted by the written record. On January 30, 2026, prior to the face-to-face meeting where the document was unilaterally altered, Appellant sent a formal email to Wendy Bickleman (33A). In this email, Appellant provided explicit notice that she would be in Newark from February 2nd through February 16th. As a pro se litigant managing sensitive, active litigation (Docket CP-0050-2026), Appellant was under no legal or administrative obligation to disclose the intimate details of her private court matters to PHA staff. The PHA is a housing provider, not a court of law; it possesses no statutory authority to demand that a tenant waive their right to privacy as a condition of scheduling. By providing notice of her absence and a return date, Appellant met the standard of 'good faith' coordination. Despite having this written notice of a legitimate legal conflict in another county, the PHA proceeded to characterize Appellant's absence as a 'refusal to comply.' The existence of this January 30th email proves that the PHA did not lack information; they chose to ignore it to manufacture a breach. Appellant's unavailability was due to her exercising her legal right to attend separate court proceedings.

The PHA's sudden demand for formal 'acknowledgment receipts' on subsequent visits was a stark departure from the established status quo. Throughout the prior years, Appellant had routinely visited the PHA office to pick up forms without ever being required to sign an acknowledgment receipt in office. However, on January 26, 2026, the PHA deviated from this standard practice by requiring Appellant to sign a receipt acknowledging she would call on February 2nd to schedule an appointment for that same day (**32A**). The PHA's decision to suddenly implement this requirement—only after initiating the January 6th and January 12th administrative failures—was not a standard procedure, but a tactical maneuver. This departure from their own long-standing practice was a clear attempt to manufacture a 'paper trail' to justify an eviction that had already been pre-ordained by the PHA's staff.

The February 3rd – 5th Window

The PHA's Claim: Appellant failed to schedule a meeting during this specific week.

The Fact: The PHA attempted to unilaterally dictate a narrow 3-day window while Appellant was managing a high-volume legal caseload (serving over 50 documents). Appellant responded with a convenient date (February 16th) to ensure compliance. The PHA's refusal to coordinate a "mutually convenient time"—as

required by their own internal policy (24A-26A)—transformed a standard scheduling negotiation into a manufactured breach.

The February 17th "Final Straw" at 8:30 AM

The PHA's Claim: Appellant failed to appear for an 8:30 AM meeting.

The Fact: The necessity of a second meeting was entirely manufactured by the PHA. Appellant emailed Wendy Bickleman four (3) separate times prior to January 30th requesting the Zero Income form electronically so she could arrive with it completed (27A-31A). Ms. Bickleman ignored these requests, requiring Appellant to appear in person simply to sign a few forms and collect a 'Zero Income' verification worksheet. This forced Appellant to make a separate, subsequent trip to the office on a later date to return the single document, creating an unnecessary administrative burden. Had the PHA complied with the simple request to email the form, Appellant would have arrived on January 30th with the completed document and grocery receipts already in hand. This would have resolved the matter immediately, rendering the subsequent 'missed' February meetings—and the resulting breach—entirely unnecessary. The PHA cannot claim a breach for a meeting that only became necessary because they intentionally withheld the paperwork required for the first one. Furthermore, this meeting was never mutually scheduled as required by PHA policy (24A-26A). The PHA suggested the time via

email—a medium they explicitly told Appellant not to use for scheduling on January 29th (23A). Appellant reached out to Wendy Bickleman multiple times on February 17th, starting at 10:30 AM (17A-19A), via voicemail and email to confirm a time. The PHA admits in their own filings that they "ceased regular communications" while Appellant was actively trying to confirm the meeting. This intentional silence to trigger a "failure to appear" constitutes **bad faith**.

The PHA's Intentional Obstruction and the Trial Court's Exclusion of Witness

Testimony: The PHA's claim of "non-compliance" is a fabrication built on intentional silence and physical obstruction. On February 17, 2026, Appellant initiated multiple outreach attempts starting at 10:30 AM (17A-19A) via telephone and email to confirm the meeting—outreach that the PHA admits in its own records it chose to ignore. When Appellant attempted to **cure and follow up** again on February 18, 2026 (7A-15A), the PHA staff escalated their sabotage by hanging up the telephone on Appellant multiple times. These facts were corroborated by a third-party witness, Appellant's aunt, who was present during these calls and provided a formal Affidavit to the Trial Court (16A). By summarily excluding evidence of the PHA's **bad-faith behavior** (hanging up on a tenant) while simultaneously punishing the Appellant for "failing to communicate," the Trial Court abandoned its role as a neutral arbiter and permitted the PHA to weaponize its own unprofessional conduct to secure an **illegal eviction**.

LEGAL ARGUMENT

POINT I: THE TRIAL COURT ERRED AS A MATTER OF LAW BY ENTERING A JUDGMENT FOR POSSESSION BECAUSE THE PHA WAIVED ITS RIGHT TO EVICT BY ACCEPTING AND RETAINING APPELLANT’S MARCH RENT.

Not raised below; Pa 4A, Pa 5A

The Trial Court committed a reversible legal error by entering a judgment for possession after the PHA reaffirmed the tenancy through the **acceptance and retention of rent (4A; 5A)**. Under New Jersey law, the "Waiver Doctrine" is a jurisdictional bar; once a landlord accepts rent with knowledge of a breach, they are **legally estopped** from pursuing an eviction based on that breach.

A. The Supreme Court Mandate in Variety Donuts: In the landmark case *A.P. Development Corp. v. Band (Variety Donuts)*, 113 N.J. 485 (1988), the New Jersey Supreme Court held that the Anti-Eviction Act must be liberally construed in favor of the tenant. The Court made it clear that when a landlord accepts rent, they are electing to continue the landlord-tenant relationship. The PHA cannot "have it both ways"—they cannot treat the lease as active to collect Appellant’s funds and then treat it as breached to facilitate an eviction.

B. The Jasontown Standard and the 18-Day Retention: This principle is further solidified in *Jasontown Apartments v. Lynch*, 155 N.J. Super. 254 (App. Div. 1978). The Jasontown court held that the acceptance of rent for a period after a notice to quit is served constitutes a waiver of that notice as a matter of law.

In this matter, the PHA's bad faith is undeniable. The PHA issued its Certification of Breach on February 18, 2026. With full knowledge of the alleged administrative breaches, the PHA **accepted Appellant's March rent on March 2nd and retained those funds for eighteen (18) days (4A; 5A)**. The PHA only attempted to "return" the funds on March 20, 2026—two full days after the trial concluded. This is not an "administrative oversight"; it is clear evidence of **bad faith**. The PHA intentionally held Appellant's money until they secured a judgment, then attempted to retroactively "undo" the waiver. New Jersey law does not permit such *tactical manipulation* of the court's jurisdiction.

In the present case, the PHA's actions meet every criteria for waiver:

1. **Knowledge:** The PHA issued its "Certification of Breach" on February 18, 2026. They had full knowledge of every alleged administrative breach **(6A)**.
2. **Acceptance:** Despite this knowledge, the PHA accepted Appellant's March rent on March 2, 2026 **(5A)**.

3. Retention: The PHA did not "mistakenly" hold the check for a few hours. They retained Appellant's funds for eighteen (18) days, only attempting to return the payment on March 20, 2026—two full days after the trial had already concluded (4A).

The PHA's counsel, David Fiori III, Esq., has admitted in filings that "there are no rent arrears." This admission, combined with the 18-day retention of funds, proves that the PHA elected to continue the landlord-tenant relationship. The PHA cannot treat the lease as "active" for the purpose of taking Appellant's money and "terminated" for the purpose of an eviction. Because the PHA waived the breach, **the Trial Court was stripped of jurisdiction.** The resulting judgment is **void** and must be vacated.

C. Judicial Estoppel Regarding the Probation Agreement: While the PHA argues that this eviction is based on a "Breach of Probation" rather than non-payment, their own counsel, David Fiori III, Esq., has formally admitted to the Appellate Division that "Appellant's payment of rent is not an issue" and "there are no rent arrears."

Under the doctrine of Judicial Estoppel, the PHA cannot play 'fast and loose' with the Court. The PHA is attempting to enforce the strictest possible penalty—eviction—based on alleged breaches of an 'Probation Agreement,' while

simultaneously affirming the underlying tenancy by accepting all financial obligations. If the PHA maintains that Appellant is 'fully paid up' and remains a tenant in good standing regarding rent, they cannot simultaneously claim the tenancy is fundamentally breached due to minor administrative scheduling issues. The PHA is attempting to selectively enforce the 'Appointment Agreement' as a means of eviction, while reaping the financial benefits of a continued tenancy. By **accepting the March rent** and admitting no arrears exist, the PHA waived any right to claim a material breach of the probation agreement. The Trial Court was stripped of jurisdiction the moment that rent was accepted, rendering the March 18th judgment **void**.

**POINT II: THE TRIAL COURT VIOLATED APPELLANT'S
PROCEDURAL DUE PROCESS RIGHTS BY ISSUING A SUA SPONTE
"AMENDED ORDER" THAT STRIPPED APPELLANT OF HER RIGHT
OF REDEMPTION WITHOUT NOTICE OR A HEARING.**

Not raised below; Issue arose post-hearing (Pa 3A)

The bedrock of the American legal system is the right to notice and the opportunity to be heard. The Trial Court's actions on March 19, 2026, represent a total collapse of these fundamental protections **(3A)**.

A. The "Bait-and-Switch" of the March 19th Amended Order: On March 18, 2026, the Trial Court issued a written Order containing a "Pay and Stay" provision (2A). This provision was a critical legal lifeline, allowing Appellant to vacate the judgment by paying a nominal administrative balance of \$50. However, less than 24 hours later, the Trial Court issued an "Amended Order" *sua sponte*, which deleted the "Pay and Stay" language entirely.

This amendment was not made in response to any new evidence or a formal motion by the PHA. It was a unilateral strike against the Appellant's residency. By altering the final judgment in secret, the Trial Court deprived Appellant of her Right of Redemption—a right so sacred in New Jersey housing law that it is protected by statute until the very close of the business day on which a judgment is entered.

B. Violation of Rule 4:42-2 and Fundamental Fairness: Under New Jersey Court Rules, a court may only amend an order for specific clerical errors or through a formal motion for reconsideration where both parties have a chance to argue. Here, the Trial Court performed a substantive reversal of Appellant's rights **without a heartbeat of due process**. There was no briefing, no oral argument, and no explanation provided for why the "Pay and Stay" provision—originally deemed appropriate by the Court—was suddenly stripped away.

C. Respondent's "Clerical Error" Argument is Legally Fatally Flawed:

Respondent counsel asserts that the removal of the "Pay and Stay" provision from the March 18th Order was merely the correction of a "clerical error." This assertion is legally indefensible. The Right of Redemption and the conditions under which a mother and child may remain in their home are substantive legal rights, not typographical mistakes. Even if the Trial Court believed the provision was included in error, Rule 4:42-2 and the principles of fundamental fairness required the Court to provide notice and an opportunity to be heard before stripping Appellant of that protection.

**POINT III: THE TRIAL COURT ERRED BY ADOPTING THE
RESPONDENT'S SELECTIVE ENFORCEMENT OF ADMINISTRATIVE
POLICIES AND OVERLOOKING DOCUMENTED ACTS OF
ADMINISTRATIVE SABOTAGE.**

Raised Below (Pa 7A-35A; Pa 38A); Not raised below (Pa 36A-37A)

A. Selective Enforcement and the Higher Standard of Public Housing: Under *Housing Authority of City of Wildwood v. Williams*, 263 N.J. Super. 561 (Law Div. 1993), a public housing authority must exercise its power with "fundamental fairness." Here, the PHA engaged in selective enforcement by strictly penalizing the Appellant for 90-minute scheduling delays while simultaneously ignoring its

own internal failures. Under *Summerville v. Stewart*, 160 N.J. Super. 388 (App. Div. 1978), a court must strictly scrutinize whether a breach is "substantial." The PHA's decision to pursue eviction over administrative minutiae, while Appellant maintains zero rent arrears, is an unconscionable and inconsistent application of policy.

B. Documented Administrative Sabotage: The record reveals that the PHA's allegations of "non-compliance" were manufactured through administrative errors. Appellant has provided:

1. The Affidavit confirming the January 6, 2026 recorded conversation between Appellant and PHA staff member Wendy Bickleman (**37A**). During this call, Appellant explicitly informed Ms. Bickleman that she had never received the '1st Notice' or original documentation. Notably, Ms. Bickleman did not dispute this failure and instead directed Appellant to appear in person the following day, directly contradicting the PHA's subsequent claims on January 12, 2026 that Appellant engaged in a 'failure to respond.
2. A January 30, 2026 "pen-on-paper" alteration where staff unilaterally scheduled an appointment date (**32A**) after Appellant provided notice of a legal conflict in another county (**33A; 34A**).

3. **Inconsistent and Selective Policy Enforcement** The February 9, 2026

email from Ms. Bickleman (**38A**) proving the PHA routinely utilized email to schedule appointments when it suited their administrative convenience.

This directly contradicts the PHA's subsequent claim that email is not 'official' policy, demonstrating that the PHA selectively enforced communication rules to manufacture a pretext for breach.

4. **Weaponization of Administrative Silence** Documented proof of

Appellant's good-faith telephonic outreach on February 17, 2026, which was ignored by PHA staff (**17A-19A**). Despite Appellant's clear attempt to cure any perceived scheduling conflicts, the PHA refused to engage, ultimately filing a Certification of Breach on February 18, 2026—less than 24 hours after Appellant's attempt to resolve the issue. By ignoring these attempts to cure, the PHA weaponized its own silence as a pretext for eviction. **Notably, Appellant's subsequent attempt to cure the alleged breach on February 18th (7A-15A) was also ignored by PHA staff**, further demonstrating a pattern of administrative obstruction designed to manufacture an eviction rather than facilitate compliance.

By adopting the PHA's narrative without considering these documented inconsistencies, the Trial Court permitted the PHA to "play fast and loose" with the facts, violating the spirit of the Anti-Eviction Act (N.J.S.A. 2A:18-61.1).

C. Selective Enforcement and Disparate Treatment as Evidence of Pretext:

The PHA's records reveal a hypocritical and predatory approach to scheduling:

- **The February 2nd Double Standard:** The PHA alleged a breach because Appellant did not call on the morning of February 2, 2026, to schedule a meeting for that same afternoon—even though the PHA had documented, written notice that Appellant was out of town for active litigation (**33A; 34A**).
- **The February 17th Obstruction:** Conversely, when the Appellant attempted to follow this exact same "same-day" standard on February 17, 2026, **the PHA's response was admitted intentional silence**. Starting at 10:30 AM on February 17th, Appellant made multiple outreach attempts via telephone and email to finalize a meeting time (**17A-19A**).

This disparate treatment proves that the PHA's "procedures" were not functional administrative rules, but were **instead shifting goalposts**.

POINT IV: THE TRIAL COURT COMMITTED REVERSIBLE ERROR BY FAILING TO SCRUTINIZE THE PHA'S ADMITTED OBSTRUCTION OF APPELLANT'S RIGHT TO CURE.

Raised below (Pa 7A-15A)

A. Judicial Neglect of the "Good Faith" Requirement: Under New Jersey law, every contract—including a court-sanctioned Probation Agreement—contains an implied Covenant of Good Faith and Fair Dealing. When Appellant testified that the PHA ignored her calls and emails on February 17th to trigger a "missed meeting" at 8:30 AM, the Trial Court had a duty to determine if the PHA acted in **bad faith**. By failing to hold the PHA accountable for its **intentional silence**, the Trial Court effectively **sanctioned administrative sabotage**.

B. Respondent's "Immateriality of Cure" Argument Fails: Respondent asserts that once a "pattern of historical non-compliance" is alleged, a tenant's current state of compliance—or their efforts to cure—should be deemed "immaterial." This position is legally and factually untenable. The law does not permit a landlord to **manufacture a breach** by ignoring a tenant's timely attempts to comply, and then use that **manufactured breach** to argue that the tenant's actual compliance is "immaterial." As documented in Appellant's appendix, her behavior has been consistently proactive; she has repeatedly initiated contact, proactively resolved matters of missing documents, and attempted to schedule appointments **despite the PHA's administrative silence**. To label these documented efforts as 'immaterial'—**all while having admittedly by PHA Counsel David Fiori no arrears owed and being current on rent**—is to ignore the reality of a tenant who has gone above and beyond to meet every obligation of her tenancy.

POINT V: THE TRIAL COURT'S RELIANCE ON "PUBLIC POLICY" TO UPHOLD A SETTLEMENT AGREEMENT REACHED THROUGH BAD-FAITH CONDUCT IS MISPLACED.

Raised Below (Pa 17A-34A)

A. Settlements Require Good Faith, Not Sabotage: Public policy does not favor settlements that are used as "traps" to bypass the Anti-Eviction Act. By ignoring Appellant's outreach on February 17, 2026, (17A-19A) the PHA breached the very spirit of the settlement they now claim to "uphold."

B. The Respondent's Reliance on Historical and Immaterial Events:

Throughout this proceeding, the Respondent has relied on a "pattern of historical non-compliance" dating back years. However, this historical narrative is legally immaterial for two reasons:

1. **The Clean Slate:** Because the parties signed the agreement on November 14, 2025, the PHA is **legally barred** from using previous years conduct.
2. **The Attempted Cure:** Under New Jersey law, a tenant's ability to cure is never immaterial. To suggest that a tenant's current state of compliance is irrelevant is to ignore the fundamental protections of the Anti-Eviction Act.

POINT VI: THE TRIAL COURT COMMITTED REVERSIBLE ERROR REGARDING STATUTORY PROTECTIONS.

Raised below (Pa 27A-31A)

A. Denial of the Hardship Stay (N.J.S.A. 2A:42-10.1): At the March 18, 2026 hearing, Appellant formally requested a hardship stay, citing her status as a single mother to a four-year-old child and her lack of alternative housing. Despite Appellant meeting every statutory requirement—specifically that all rent had been paid in full—the Trial Court summarily denied the request. **The Trial Court failed to perform the required balancing of equities.** By dismissing the reality of Appellant’s instability without any legal analysis, the Trial Court committed a **gross abuse of discretion.**

B. Violation of the Abandoned Tenant Property Act (N.J.S.A. 2A:18-72): The Trial Court committed a clear legal error by adopting the PHA’s oral request to truncate the mandatory thirty-day notice period required by the Abandoned Tenant Property Act to a mere ten days. A Trial Court has no authority to waive or shorten this statutory mandate. By truncating this period, the Court deprived Appellant of a non-waivable statutory right.

**POINT VII: THE JUDGMENT FOR POSSESSION CONSTITUTES A
MANIFEST MISCARRIAGE OF JUSTICE, CAUSING IRREPARABLE
HARM TO A VULNERABLE MINOR.**

Raised below (Pa 35A) Not raised below (Pa 36A)

The Trial Court's refusal to vacate the judgment ignores the catastrophic impact this eviction imposes on a four-year-old child. An eviction is not a mere administrative action; it is a life-altering event that causes irreparable harm to a minor's stability, educational progress, and psychological well-being.

A. Irreparable Harm and the Stability of the Minor: Appellant's four-year-old daughter, Amara, is currently integrated into her school environment. The Trial Court's summary dismissal of the hardship stay—without considering the educational and emotional disruption to a minor—is a violation of the fundamental principle that the court must prioritize the welfare of children.

B. Retaliatory Nature of the Eviction: This entire proceeding is a clear case of retaliatory eviction. The PHA initiated these actions not because of a substantive breach, but because Appellant, as a pro se litigant, demanded that the PHA follow its own internal procedures and federal housing law.

C. Changed Circumstances and the Interests of Justice: As of April 20, 2026, Appellant has secured stable employment. This new income, combined with Appellant's four-year-old daughter's upcoming school enrollment, provides a concrete, **stable foundation for the remainder of the tenancy**. Given that the **Probation Agreement expires in less than one month (May 14, 2026)**, there is no equitable basis for this court to endorse the destruction of this family's home for

a manufactured administrative "breach." To allow this eviction to proceed would be to **prioritize bureaucratic convenience over the safety, future, and fundamental rights of a mother and her young daughter.**

CONCLUSION

On March 30, 2026, this Court directed the parties to address a critical question: *Is the breach of a "probationary" settlement agreement a lawful basis for eviction under the Anti-Eviction Act, N.J.S.A. 2A:18-61.1, where the tenant purports to have cured the lease violations originally giving rise to the eviction action?*

The answer is no. A "probationary" agreement cannot become a "trap" used to bypass the Anti-Eviction Act. The PHA has spent years using administrative sabotage—from the November 14, 2025 "trap agreement" to the documented mailing failures and selective policy enforcement—to systematically undermine Appellant's tenancy. My efforts to "cure" were not just active; they were obstructed by the PHA at every turn. When a landlord blocks a tenant from curing, they lose the right to evict. Furthermore, it is a matter of record—admitted by PHA Counsel David Fiori—that Appellant is current on all rent and owes zero arrears. With the probation agreement naturally terminating on May 14, 2026, there is no equitable basis to proceed with an eviction over administrative technicalities

The Doctrine of Waiver is the final barrier here: the PHA's 18-day retention of March rent was a legal election to continue the tenancy. To permit an eviction now, after this waiver and in the face of the PHA's retaliatory conduct, would result in irreparable harm to a four-year-old child who faces the trauma of displacement.

Furthermore, Appellant is currently in the process of enrolling her four-year-old daughter in a local child care center within walking distance, further rooting this family in their community. An eviction at this stage would not only cause irreparable emotional trauma but would actively disrupt a young child's educational stability, which should be a paramount consideration for this Court.

The solution is clear, equitable, and stable: Reinstatement of the tenancy. Appellant has secured new employment within walking distance of her home, eliminating the transportation and income-reporting barriers the PHA previously weaponized against her. Reinstatement is not merely a "favor"; it is the only outcome that satisfies the requirements of equity, Due Process, and the New Jersey Anti-Eviction Act.

For the reasons set forth above, the Judgment for Possession entered on March 18, 2026, and the Amended Order of March 19, 2026, must be vacated.

Respectfully submitted,

Zalayah Hunt, Appellant Pro Se

Dated: April 23, 2026

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PHILLIPSBURG HOUSING

AUTHORITY,

Plaintiff—Respondent,

v.

ZALAYAH HUNT,

Defendant—Appellant.

SUPERIOR COURT OF NEW JERSEY

APPELLATE DIVISION

DOCKET NO.: A-002424-25

CIVIL ACTION

ON APPEAL FROM:

An Order of Warren County, Law

Division, Special Civil Part

Docket No.: WRN-LT-666-25

SAT BELOW:

Hon. Christopher M. Troxell, J.S.C.

**BRIEF ON BEHALF OF PLAINTIFF-RESPONDENT PHILLIPSBURG
HOUSING AUTHORITY**

On the Brief:

David Fiori III, Esquire

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PRELIMINARY STATEMENT

This matter arises from a for-cause residential holdover eviction complaint predicated on Appellant’s repeated noncompliance with HUD-mandated requirements followed by five breaches of a November 14, 2025, Probation Agreement that permitted continued tenancy only upon strict compliance with agreed-upon terms. **(RA-030 – RA-032)** Although tenant purports to have been able to provide missing required documentation **(8A - 15A)**, provision of this documentation would not constitute an adequate cure of the underlying cause for eviction in this matter. Appellant’s eviction is premised upon an extensive history and established pattern of habitual non-compliance with housing authority rules, regulations and deadlines. In order to properly cure, Appellant was required to establish a pattern of clear communication and compliance. Appellant was provided with an opportunity to do so by way of the agreed-upon and court-approved Probation Agreement. **(RA-030 – RA-032)** In breaching that agreement five separate times, Appellant demonstrated her unwillingness to cure, and thereby established good cause for Respondent’s eviction.

STATEMENT OF MATERIAL FACTS AND PROCEDURAL HISTORY

Appellant has breached the terms of her lease with Respondent, Phillipsburg Housing Authority (hereinafter “PHA”) by repeatedly failing to

attend mandatory scheduled meetings/interviews, failing to report income, and by repeatedly failing to provide HUD-mandated zero-income documentation in a timely fashion.

I. The Lease Incorporates the Respondent’s Admission and Continued Occupancy Policy (“ACOP”) and Properly Precludes Appellant’s Conduct

Appellant is on “zero-income” status with the PHA, and has been paying PHA’s minimum rent of \$50 per month to PHA since October 1, 2023. **(RA-034)** Pursuant to HUD regulations, PHA requires tenants on zero-income status to submit quarterly interim and annual recertification reports, certifying to facts to support their continued zero-income status. **(RA-133 – RA-136)** These requirements are set forth in the PHA Admission and Continued Occupancy Policy (“ACOP”), which is incorporated into the lease by reference, and explicitly so in Section II, Paragraph 3 of the PHA Lease, which states:

The Federal rules and regulations, and policy for admission and continued occupancy as well as all applicable federal requirements are incorporated into this lease by reference.

(RA-029)

Chapter 9.A., Section III.C of the PHA Admissions and Continued Occupancy Policy (“ACOP”) provides for PHA-initiated interim reexaminations, and states:

The PHA will conduct interim reexaminations in each of the following instances: [...] If the family has reported zero income, the PHA will conduct an interim reexamination every three months as long as the family continues to report that they have no income.

(RA-133)

Chapter 9.A., Section III.D of the ACOP provides regarding processing of interim reexaminations:

[I]f the PHA determines that an interview is warranted, the family may be required to attend.

(RA-135)

Chapter 9.B., Section I.B. of the ACOP provides:

If the family is unable to attend a scheduled interview, the family should contact the PHA in advance of the interview to schedule a new appointment. [...]

If a family fails to attend two scheduled interviews without PHA approval, the family will be in violation of their lease and may be terminated in accordance with the policies in Chapter 13.

[emphasis added] **(RA-136)**

Chapter 13, Section III.C. of the ACOP provides:

HUD regulations state that the PHA may terminate tenancy for other good cause. The regulations provide a few examples of other good cause, but do not limit the PHA to only those examples.

[...]

The PHA will terminate the lease for the following violations of tenant obligations under the lease:

[...]

Failure to furnish such information and certifications regarding family composition and income as may be necessary for the PHA to make determinations with respect to rent, eligibility, and the appropriateness of the dwelling unit size

[...]

Failure to fulfill the following household obligations:

[...]

To abide by necessary and reasonable regulations promulgated by the PHA for the benefit and well-being of the housing project and the tenants which shall be posted in the project office and incorporated by reference in the lease.

(RA-137 – RA-138)

Therefore, failure to attend as few as two scheduled required interviews is grounds for termination of a lease, and these provisions are properly incorporated into the lease at issue. Further, breach of the requirement to furnish necessary information to the PHA is also grounds for termination of the lease.

II. Appellant has Continued to Engage in a Patter of Precluded Violations

In the course of Appellant's relationship with Respondent, Appellant has been issued no less than four notices to cease, and three notices to quit for her continued non-compliance with requirements of the Lease and ACOP. (RA-009 – RA-027) In each instance, the threat of an eviction prompted eventual compliance¹ but in none

¹ Though in some cases Appellant complied only after being issued a notice to quit. Respondent in these instances elected not to follow through with eviction until the May 6, 2025 Notice to Quit.

of these cases did such threat compel Appellant to adopt a pattern of compliance. Appellant continually returned to her pattern of missing meetings, ignoring required documentation deadlines, and failing to report income in substantial non-compliance with the Lease and ACOP.

After the third and final notice to quit was issued (**RA-006 – RA-007**), HUD-Compliant grievance hearings were held, wherein Appellant failed to present any excuse for her pattern of non-compliance and admitted that her failures to comply with her obligations were simply because “she was procrastinating.” (**RA-037, RA-042 – RA-052**) Without an excuse for Appellant’s repeated and continuing pattern of violations, Respondent determined to file the below eviction action, citing her violation of landlord rules and regulations under N.J.S.A. 2A:18-61.1(d) and her violation of lease covenants under N.J.S.A. 2A:18-61.1(e). (**RA-004, RA-037, RA-042 – RA-052**)

Thereafter, Appellant and Respondent entered a Probation Agreement, allowing Appellant to remain in her apartment provided that she:

[C]omply with and attend all required meetings. In the event tenant needs to reschedule any meetings with the PHA required under tenant’s lease, tenant must 1) communicate the fact that she must reschedule the appointment; 2) provide a reason for rescheduling, and 3) when possible, provide documentation supporting the reason given for the need to reschedule, which tenant shall make a good faith effort to attain. (sic.)

(RA-030 – RA-032)

Appellant violated each of the terms of this Probation Agreement, in a total of five violations, which were brought to the Trial Court's attention. **(RA-033 – RA-040)** Appellant was ultimately found in breach of the November 14, 2025, Probation Agreement, and a judgment for possession and warrant for removal were issued. **(RA-070 – RA-074)**

III. Appellant's Violations of the Probationary Agreement

Appellant's first violation was a failure to comply with required meetings, wherein she was sent a notice on January 12, 2026, requiring her to appear for a meeting on January 16, 2026. **(RA-038, RA-060)** Appellant asserts in her brief that PHA has "failed to provide any certified mail receipts" for this notice. (Appellant's Brief (hereinafter 'AB') at 10). This is because PHA did not send the notice by U.S. Mail, but rather by PHA staff hand delivery. On January 12, mail was delivered to resident by Kashmir Beaton, who signed an affidavit attesting to the fact that he did deliver mail to Appellant on January 12, 2026. **(RA-141 – RA-143)**

Appellant's second violation occurred when she rescheduled a required meeting on January 30, 2026 without providing a reason for rescheduling, as she was required to do under the probation agreement. **(RA-030 – RA-032)**

Appellant's third violation occurred when she again failed to provide a reason for cancelling a required meeting on February 2, 2026. **(RA-039, RA-062)**

Appellant's fourth violation occurred when she failed to comply with required meetings by refusing to schedule a required meeting the week of February 2, 2026, as she was directed. **(RA-039)**

Appellant's fifth and final violation occurred when she failed to appear for and attend a required meeting scheduled for February 17, 2026 at 8:30am. Appellant contends in her brief that her failure to appear ought to be excused because she should not have been expected to prioritize the PHA meeting over "an active, time sensitive legal battle" taking place in another county. **(AB at 12)** In fact, the Probation Agreement itself provided a way for her to prioritize this other undisclosed litigation; all she was required to do was communicate the fact that she had to reschedule the appointment, provide a reason for the rescheduling, and provide documentation to support the reason, if available. **(RA-030 – RA-032)** Her failure to do so was in blatant violation of the Agreement.

IV. Certification of Breach and the Order to Show Cause

Upon Appellant's failure to appear, Respondent determined that it would certify Appellant's breaches to the Court and seek a Judgment for Possession

and Warrant for Removal. At that point, Respondent determined that Appellant's lease was terminated, and issued Appellant a 7-day notice, as respondent was required to do under the probationary agreement. **(RA-065 – RA-066)** After the expiration of this notice period, Respondent presented its certification of breach to the Trial Court, which thereafter issued a Judgment for Possession and Warrant for Removal. **(RA-070 – RA-074)**

Before the Warrant for Removal could be executed, Appellant filed an Application for an Order to Show Cause on March 6, 2026. **(RA-075 – RA-107)** Respondent filed opposition to the Application for Order to Show Cause on March 9, 2026 **(RA-108 – RA-115)**, and Appellant filed a second Application for Order to Show Cause on March 10, 2026 **(RA-119 – RA-127)** On March 11, 2026 the Trial Court granted appellant's application, and scheduled a return hearing for March 18, 2026. **(RA-128)** After the conclusion of the return hearing, the Trial Court entered a Return Order to Show Cause on March 18, 2026, **(RA-129)** which granted Appellant a stay of execution until 9:00 am on March 30, 2026, and erroneously included a sentence permitting appellant to stay the eviction if she were able to post the entire amount of rent arrears due, despite rent not being at issue in the case. The Trial Court quickly corrected its error, entering an Amended Return Order to Show Cause on March 19, 2026. **(RA-131 – RA-132)** Thereafter, Appellant filed the instant appeal.

LEGAL ARGUMENT

I. The Question Posed by the Honorable Ronald Susswein, J.A.D.

In the Appellate Division Order, dated March 30, 2026, the Honorable Ronald Susswein, J.A.D. directed the parties to address the following question:

Is the breach of a “probationary” settlement agreement a lawful basis for eviction under the anti-eviction act, N.J.S.A. 2A:18-61.1, where the tenant purports to have cured the lease violations originally giving rise to the eviction action under N.J.S.A. 2A:18-61.1(d)?

Respondent posits that Appellant’s breach of the probationary settlement agreement in this case is a lawful basis for eviction under the anti-eviction act, N.J.S.A. 2A:18-61.1 because in breaching the probationary agreement, Appellant demonstrated an unwillingness to cure the violations giving rise to the eviction.

A. Appellant’s Attempts to Comply After-The-Fact Were Not a Cure of the Underlying Lease Violations

In Housing and Redevelopment Authority of the Tp. of Franklin v. Mayo, 390 N.J. Super. 425, 915 A.2d 1063 (App. Div. 2007), the court held that “not all causes for eviction can be completely cured.” Id. at 433. The Mayo court drew a distinction between the right to cure available in non-payment of rent evictions, and the notion of cure for evictions where other material non-compliance with a lease is at issue. In non-payment of rent evictions, tenants reserve the right to completely cure their non-payment of rent, even after trial, by paying the outstanding arrears and costs. Id. at

433. By contrast, the Mayo court recognized that some causes of action involving material non-compliance with the terms of a lease, “may not be cured by mere discontinuance.” Id. In such cases, ““the landlord’s equities become worthy of recognition along with the tenant’s interest in continued occupancy.”” Id. at 431 (*quoting* Muros v. Morales, 268 N.J. Super. 590, 595–96, 634 A.2d 146 (App. Div. 1993)). In Mayo, the appellate court remanded the case to “allow the trial court to determine whether the breach of the lease has been or can be adequately cured [...]” Id. at 435 (emphasis added).

In this case, the material non-compliance demonstrated by Appellant is not of an easily curable continuous nature, such as non-payment of rent, which continues until cured when rent is paid in full. Rather, Appellant’s non-compliance consists of an extensively demonstrated pattern of material breach, each time the Appellant missed a scheduled meeting or flouted her obligation to timely supply required zero-income documentation. In some instances, Appellant may have eventually complied with her obligations by supplying requirement documentation long passed the established deadline, or appearing for a required meeting after multiple no-shows and reschedulings. In other instances, such as her failure to report income, once discovered by Respondent, no further compliance was possible. Untimely compliance notwithstanding, it was Appellant’s extensively repeated pattern of non-compliance without excuse that was in violation and that gave rise to the eviction

action. Cure, therefore, in this case, cannot be an untimely compliance with the tenant's instantaneous obligations. Recognition of the landlord's equities requires a cure to address not only a single instance of non-compliance, but the underlying pattern of non-compliance.

B. Appellant Was Required to Cure a Pattern of Non-Compliance and Failed

The instant eviction for a pattern of repeated, discrete instances of non-compliance is analogous to the habitual non-payment of rent cause of action provided by N.J.S.A. 2A:18-61.1(j), whereby an established pattern of habitual late-payment of rent is sufficient grounds for an eviction even where each instance of non-payment is ultimately cured. In A.P. Dev. Corp. v. Band, 113 N.J. 485, 550 A.2d 1220 (1988), discussing eviction for habitual non-payment of rent, the court considered that a tenant should be afforded an opportunity to "change their pattern of late payments of rent." Id. at 496. While no precedent has defined a cure for established patterns of habitual lease violation, in such cases, an opportunity to change a pattern of habitual lease violation is indistinguishable from an opportunity to cure. The A.P. Dev. court held that "[h]abitual' is a function of time and circumstances." A.P. Dev., read together with Mayo, clearly supports the notion that cure of a habitual, established pattern of substantial non-compliance requires a change to the pattern of habitual violation.

In this case, Respondent was willing to accept as an effective cure the establishment of a new pattern of compliance by Appellant. Respondent provided Appellant an opportunity to change her pattern of non-compliance by entering the November 14, 2025 Probation Agreement. **(RA-030 – RA-032)** When Appellant breached that agreement five separate times, failing to communicate as agreed upon and ultimately again breaching Respondent's ACOP by failing to appear for or reschedule a required meeting, Respondent determined there was no reasonable prospect for a change in Appellant's pattern of habitual lease violation, and Respondent therefore proceeded to seek a Judgment for Possession and Warrant for Removal, which was granted by the trial court below. Respondent, therefore, afforded Appellant an opportunity to change her pattern and therefore cure the underlying violation. In breaching the probationary agreement, Appellant failed to cure, and a judgment for possession was properly issued.

C. Repeated Non-Compliance with Substantial Terms of a Landlord's Rules and Regulations Is a Lawful Basis for Eviction Under the Anti-Eviction Act

N.J.S.A. 2A:18-61.1(d) provides a lawful basis for eviction where:

The person has continued, after written notice to cease, to substantially violate or breach any of the landlord's rules and regulations governing said premises, provided such rules are reasonable and have been accepted in writing by the tenant or made a part of the lease at the beginning of the lease term. Id.

In drafting the above, the legislature made use of the present perfect tense “has continued [...]” which describes actions starting in the past and continuing in the present, but which also describes actions which took place in the past with present relevance. “[F]our statutory preconditions must be satisfied before a dispossess action can be filed for a tenant's failure to comply with a landlord's rules and regulations: (1) the tenant must violate the landlord's rules and regulations; (2) the landlord must give the tenant a notice to cease the violations; (3) the tenant must continue to violate the rules and regulations after receipt of the notice to cease; and (4) the landlord must give the tenant a notice of termination one month before filing suit.” RWB Newton Assocs. v. Gunn, 224 N.J. Super. 704, 709, 541 A.2d 280, 283 (App. Div. 1988). Neither the statute nor its precedential interpretations require absolutely that the violation or breach be of a continuing nature. Even a single discrete instance of violation after a notice to cease is sufficient to establish a lawful basis for eviction under N.J.S.A. 2A:18-61.1(d), and under Gunn. Courts have preserved a tenant’s ability to cure in evictions where a landlord’s equities are of minimal consequence. *See Muros*, supra, 268 N.J. Super. at 595–96. However, as discussed above, cure in this case required a change in pattern from Appellant, which she failed to effect. Here, not only did Appellant continue to violate the rules after notice to cease, she continued after multiple notices to cease (**RA-006 – RA-026**)

and she continued to violate the rules after the parties entered a probationary agreement designed to effect a new pattern of compliance.

As quoted above, Chapter 13, Section III.C. of the ACOP provides that a PHA may terminate a tenancy for good cause, including but not limited to failures to provide required documentation, and including failure to attend at least two interviews without PHA approval (Chapter 9.B., Section I.B.). If individual instances of such conduct can be grounds for termination of a tenancy under the rules, establishment of a repeated pattern of such conduct must also constitute grounds for termination of a tenancy. To hold otherwise would be to abolish entirely the significance of any landlord or housing authority-imposed deadline. Instead of complying with a communicated deadline allowing a housing authority to timely collect and submit documentation to HUD, tenants would be permitted to do nothing unless and until an eviction is filed. Only thereafter would there be any consequence to a failure to comply. Tenants would be permitted then to make a habit of requiring legal action before they comply with any housing authority requirements. If such a habit were adopted en masse, it would so severely burden housing authorities with attorneys fees that their operation would become financially impossible.

II. Appellant's Eviction is Proper Under the Enforceable Probation Agreement and the Anti-Eviction Act

The instant Lease and landlord rules and regulations (the ACOP) establish grounds for lease termination under Chapter 9.B., Section I.B and Chapter 13, Section III.C, quoted above. **(RA-133 – RA-138)** Since these provisions are properly incorporated into the lease, eviction for these violations is therefore valid under N.J.S.A. 2A: 18-61.1(d) and (e).

A. The Probationary Agreement Is a Binding Agreement

Irrespective of the probationary agreement’s status as an opportunity to cure, in keeping with relevant case law, the probationary agreement is a valid, enforceable, and legally binding contract. ““An agreement to settle a lawsuit is a contract which, like all other contracts, may be freely entered into and which a court, absent a demonstration of ‘fraud or other compelling circumstances,’ should honor and enforce as it does other contracts.”” Hannigan v. Twp. of Old Bridge, 288 N.J. Super. 313, 319, 672 A.2d 257, 260 (App. Div. 1996) *quoting* Pascarella v. Bruck, 190 N.J. Super. 118, 124–25, 462 A.2d 186 (App. Div.), *certif. denied*, 94 N.J. 600, 468 A.2d 233 (1983). The settlement of litigation ranks high in the public policy of this State. Jannarone v. W. T. Co., 65 N.J. Super. 472, 477, 168 A.2d 72, 74 (App. Div. 1961). “This policy is even more persuasive where the parties have settled on the record, thus invoking the interest of efficient dispute resolution, management of the court's calendars, and the integrity of the litigation process.” AT & T Corp. v. Twp. of Morris, 19 N.J. Tax 239, 243 (2000). Here, Appellant entered a probationary

settlement agreement which had been negotiated by competent counsel on her behalf, and which agreement was approved by the Court. **(RA-030 – RA-032)** Appellant has made no claim that the settlement was obtained by any kind of fraud, or otherwise that any compelling circumstance exists which would support its set-aside. As such, the settlement agreement must be enforced.

B. Appellant Agreed to the Entry of a Judgment for Possession if She Breached the Agreement

The settlement agreement did not immediately enter a Judgment for Possession, however, the Probation Agreement provided that “no judgment for possession shall enter in this matter, unless and until the tenant fails to comply with the probationary terms of this agreement.” **(RA-030 – RA-032)** In agreeing thereto, Appellant consented in writing, with and upon the advice of her competent counsel, to the entry of a Judgment for Possession if she breached the settlement agreement. Enforcement of the valid settlement agreement therefore required entry of a Judgment for Possession upon its breach.

C. Enforcement of the Settlement Agreement is Supported by the Anti-Eviction Act

When Appellant failed to attend, without PHA approval, a mandatory meeting on February 17, she acted in direct violation of not only the probationary agreement, but also the landlord’s rules codified in the ACOP. It was upon this blatant breach that Respondent determined its extensive efforts to enforce PHA rules with

Appellant were futile. Only then did Appellant proceed to seek a Judgment for Possession from the Trial Court. The Anti-Eviction Act provides in N.J.S.A. 2A: 18-61.1 that:

No lessee [...] shall be removed by the Superior Court from any [...] tenement leased for residential purposes [...] except upon one of the following grounds as good cause: [...] (d) The person has continued, after written notice to cease, to substantially violate or breach any of the landlord's rules and regulations governing said premises, provided such rules and regulations are reasonable and have been accepted in writing by the tenant or made a part of the lease at the beginning of the lease term. Id.

Upon Appellant's breach of the settlement agreement, presentation was made to the Trial Court providing a detailed certification of not only her February 17 breach of the agreement and ACOP, but also of her underlying lease violations which had established a pattern of substantial non-compliance. In the Certification of Breach, Respondent clearly established that Appellant had received multiple notices to cease, and had nevertheless continued to substantially violate the landlord's rules and regulations, not only prior to institution of the eviction action, but after entry of the settlement agreement. **(RA-033 – RA-040)**

D. The Trial Court Rejected Appellant's Purported Cure

Appellant purports to have cured or attempted to cure by way of her correspondence on February 17, and thereafter, seeking to reschedule the required meeting. These correspondences came only after she missed the required meeting

which had been scheduled for the morning of February 17. After Entry of the Judgment for Possession, Appellant presented her purported attempts to cure to the Trial Court by way of an Application for Order to Show Cause. The Trial Court granted Appellant's application and held a return Show-Cause hearing on March 18, 2026. Ultimately, the Trial Court rejected Appellant's purported cure by entering the March 18, 2026, Return Order in favor of Respondent. **(RA-129 – RA-130)**

E. The Trial Court was Not Required to Validate Appellant's Purported Cure

As discussed above, “not all causes for eviction can be completely cured.” Mayo, supra. at 433. The Mayo court recognized that some causes of action involving material non-compliance with the terms of a lease, “may not be cured by mere discontinuance.” Id. In such cases, “the landlord's equities become worthy of recognition along with the tenant's interest in continued occupancy.” Id. at 431 (*quoting Muros*, supra. at 595–96). The Trial Court in this case considered a comprehensive picture of Appellant's past conduct, established patterns and purported attempts to cure. The Trial Court was fully equipped to consider the landlord's equities alongside the tenant's interest in continued occupancy and was fully equipped to determine whether Appellants purported cure was valid. The Trial Court's return Order speaks for itself, making clear that no valid cure was found. **(RA-030 – RA-032)**

III. The Trial Court Did Not Lack Jurisdiction Under the Doctrine of Waiver

Appellant contends that the Trial Court lacked jurisdiction to enter judgment because Respondent waived Appellant's breach by retaining March rent for 18 days. "Generally, waiver, traditionally defined as an intentional relinquishment of a known right, is regarded as a conclusion of fact to be arrived at or rejected on the basis of evidence adduced." Jasontown Apartments v. Lynch, 155 N.J. Super. 254, 382 A.2d 688 (App. Div. 1978) (citations omitted). "[W]aiver always rests on intent, and is ever a question of fact." Id. at 262. Respondent's intent could not be clearer from the facts herein. Appellant was advised by email from Respondent's counsel on March 3rd that her payment of rent would not be accepted. **(RA-139 – R-140)** On her own volition without prompting from Respondent, Appellant purports to have placed a money order in Respondent's drop box the day before counsel's email, on March 2nd. **(5A)** Respondent never accepted the payment, nor was the money order ever deposited. On March 2nd, when appellant purports to have placed her check in the drop box, Respondent's extensive certification of breach had already been filed, and a Judgement for Possession and Warrant for Removal had already been issued by the Trial Court. At no point did Respondent ever communicate to Appellant that it had any intent to accept the money order, let alone that Respondent intended to waive Appellant's lease violations because of the money order. Respondent in fact communicated the opposite, that Appellants' rent would not be accepted. Further,

Appellant herself did not believe her payment constituted a waiver. If she had, she would have averred the same in her Application for an Order to Show Cause, or she would have argued the same before the Trial Court during the Show Cause return hearing later that month. She did neither, and the Money Order was returned to Appellant on March 20, fully in keeping with Respondent's intent not to accept it. (4A) Appellant's waiver argument is premised on the notion that acceptance of rent constitutes waiver as a matter of law. Precedent is clear that waiver is a question of fact. Id. at 263. The facts are clear that no waiver was intended by Respondent nor was a waiver understood by Appellant. The doctrine of waiver is therefore wholly inapplicable to this Appeal.

IV. The Trial Court did Not Violate Any of Appellant's Rights By Amending Its March 18 Order

At no point has the action below raised an issue as to Appellant's payment of rent. The mistaken provision included by the Trial Court in its March 18 Order provided that "If tenant is able to post the entire amount of rent arrears due, tenant may stay the eviction." (RA-129) Rent arrears were never alleged by Respondent, nor was payment of rent discussed during the March 18 hearing. Rule 2:10-2 provides that "[a]ny error or omission shall be disregarded by the appellate court unless it is of such a nature as to have been clearly capable of producing an unjust result." The fact that the Trial Court's inclusion of this clause in the March 18 Order was an error is clearly demonstrated by the Trial Court's swift issuance of the Amended Order the

very next day, March 19. Further, the error was not capable of producing an unjust result. The error was in fact incapable of producing any result because there were no rent arrears owed by Appellant on March 18. The provision was simply inapplicable to the case, and the Trial Court acted properly by swiftly correcting its error in the March 19 Amended Order. **(RA-131 – RA-132)**

V. The Trial Court Properly Scrutinized Both Parties' Actions

Appellant's argument that the Trial Court failed to scrutinize Respondent's "admitted obstruction" **(AB at 30)** is nothing more than a thinly veiled attempt to relitigate the issues which were raised, considered, and decided by the Trial Court below, without alleging any error beyond Appellant's displeasure with the result. New Jersey courts have long held that the appellate process is not intended to afford a disgruntled litigant 'another bite at the apple' to relitigate the issues decided below. Appellate courts do not exist for the purpose of reconsidering "issues that have been fully presented and determined" previously. State v. Forsythe, 55 N.J. Super. 225, 229, 150 A.2d 494, 496 (App. Div. 1959).

Further, the record does not support Appellant's contention that Respondent somehow "triggered a 'missed meeting'" on February 17th. **(AB at 31)** Appellant missed the required meeting that morning entirely of her own volition, without PHA approval, thereby breaching the probation agreement and the ACOP, and triggering Respondent's certification of breach filed thereafter. Appellant made no attempt to

reschedule the meeting beforehand. She made no effort to notify PHA that she would be unable to attend beforehand. Neither did she provide a valid excuse for these failings to the Trial Court at the March 18 return hearing. Appellant's only efforts to comply with the probation agreement and the ACOP as to the February 17 meeting were made after-the-fact of the breach. **(20A – 22A)** Taken in the context of the parties' history, and the clear terms of the Probation Agreement, the February 17th breach was the last straw. Thereafter, Respondent took and maintained the position that Appellant's lease was and is terminated, and Respondent's staff referred Appellant to Respondent's counsel in all future correspondence. The Trial Court considered these facts below, and heard testimony from both parties before rendering its March 18 decision in favor of Respondent.

VI. What the Trial Court Relied Upon is Not Presently Under Review

Appellant contends in Point V of her brief that the settlement agreement was “reached through bad-faith conduct” **(AB at 32)** but does not allege any specific acts in bad-faith at the inception of the probation agreement. Appellant further contends that the Trial Court improperly relied on public policy to uphold the probation agreement. **(AB at 32)** The Trial Court's specific findings of fact and conclusions of law are not before this court. Appellant bore the duty of producing a transcript of the March 18 proceedings, and when she could not do so in time for the expedited briefing schedule ordered by this Appellate Court, this Honorable Court Ordered

briefing to proceed without the March 18 hearing transcript. Therefore, the Trial Court's findings of fact and conclusions of law at that hearing, including what it relied upon is not a part of the record now under Appellate review.

The probation agreement was not a "trap" as Appellant contends, also in Point V of her brief. **(AB at 32)** Rather, as discussed at length above, it was an opportunity for Appellant to cure her pattern of non-compliance, which she ignored. As discussed at length above, eviction under the probation agreement is supported by the Anti-Eviction Act.

Appellant further contends in Point V of her brief, without support, that entry of the probation agreement bars Respondent taking issue with Appellant's prior violative conduct, and provides her with a "clean slate." **(AB at 32)** On the contrary, Appellant's entry of the probation agreement was an acknowledgment of Respondent's allegations of past violations. The agreement was entered with the implicit assumption that Appellant would rather enter a settlement agreement than undergo trial for the allegations contained in Respondent's eviction complaint. Even if the probation agreement was a clean slate, Appellant soiled and shattered that clean slate when she breached the probation agreement five separate times, culminating in her blatant disregard for PHA correspondence and failure to appear a required meeting on the morning of February 17th.

VII. Appellants Contentions regarding “Statutory Protections” Are Not Under Review

In Point VI of her brief, Appellant claims that the Trial Court committed an abuse of discretion by denying Appellant’s request for a hardship stay of execution, and by waiving the notice requirement of the Abandoned Tenant Property Act. (AB at 33) As stated above, Appellant bore the duty of producing the transcript of the March 18th proceedings, when she could not do so, this Honorable Appellate Court Ordered briefing to proceed without that transcript. Therefore, the Trial Court’s exercise of discretion during the March 18th hearing is not part of the record and is not now under review.

VIII. The Instant Eviction is Not for “Bureaucratic Convenience” It Is To Enforce Compliance with Federal Mandates

In Point VII of her brief, Appellant claims this eviction prioritized “bureaucratic convenience” over Appellant’s housing. (AB at 35) The Court in Mayo, contemplated an eviction for a breach of landlord lease terms at a public housing authority, similar to the instant case where the instant Respondent is a similarly situated public housing authority. Mayo, supra, 390 N.J.Super. The Mayo Court held that the terms of that housing authority’s lease “implement[ed] its federal obligation to rent only to eligible persons[.]” (Id. at 432) and that in that case, the tenant’s substantial non-compliance “frustrat[ed] [] federal purpose[s]” and presented ““an obstacle to the accomplishment and execution of the full purposes and objectives of

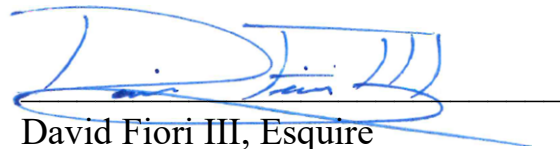
Congress.” *Id.* at 433 (*quoting Jones v. Rath Packing Co.*, 430 U.S. 519, 526, 97 S.Ct. 1305, 1310, 51 L.Ed.2d 604, 614 (1977)). Similarly, here, Appellant’s breaches present an obstacle to the Federal purpose and objective of timely and periodic and accurate financial reporting by zero-income public housing tenants. Respondent’s ACOP provisions and lease terms are not rules merely implemented for the convenience of Respondent’s employees. They exist to ensure Respondent remains in compliance with Federal Housing requirements, and to ensure that Respondent’s residents remain eligible for the benefit of public housing. To prevent this eviction from proceeding would, in fact, be to prioritize Appellant’s convenience, submitting required documentation whenever she pleases with no regard for deadlines, attending or missing required meetings at her leisure, and failing to report income to the Respondent housing authority over a public housing authority’s timely compliance with Federal requirements.

CONCLUSION

For the reasons stated herein, cure of the lease violations in this case required Appellant to demonstrate a changed pattern of substantial compliance with landlord rules and the lease agreement. Appellant was provided with an opportunity to establish and demonstrate a new pattern of compliance by way of the November 14, 2025 Settlement Agreement. **(RA-030 – RA-032)** In breaching that agreement in

five separate instances in early 2026, Appellant demonstrated her failure to cure and brought about the instant eviction action. The Probation Agreement was validly executed with consultation of competent counsel on both sides representing both parties, and it was endorsed by the Trial Judge below. Grounds for eviction in this case are properly established by the Anti-Eviction Act and by the Probation Agreement. The Trial Court acted appropriately in granting Respondent's request for Judgment for Possession, and in issuing a Warrant for Removal, and the Trial Court acted properly in ultimately ordering Appellant's lockout after both parties were heard at the March 18th Show Cause Return Hearing.

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Dated: April 29, 2026.