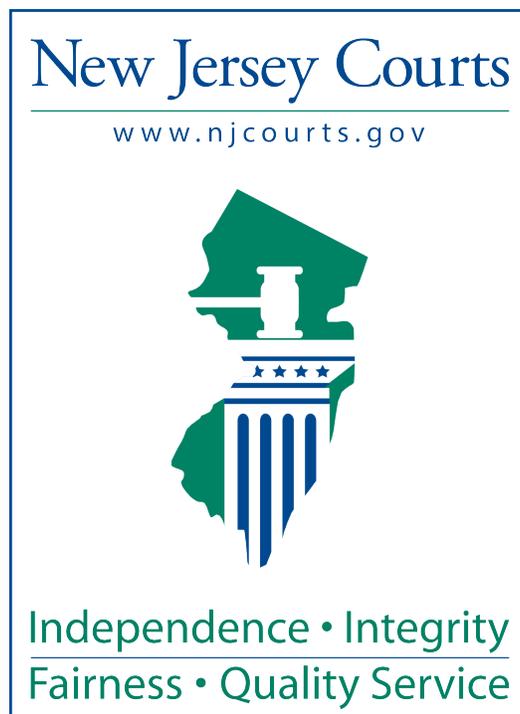


New Jersey Judiciary

Information

for

Landlords



Superior Court of New Jersey

Law Division

Special Civil Part

Landlord/Tenant Section

Most disputes between landlords and tenants are resolved by the landlord/tenant section of the New Jersey Superior Court, Special Civil Part.

This brochure gives you general information about the landlord/tenant section. It is not intended to provide or take the place of legal advice or to answer every question you might have about this court.

For legal advice about your rights, you should contact a lawyer. If you do not have a lawyer, you can contact the lawyer's referral service of your county bar association.

A landlord or tenant that is a corporation or limited liability partnership must be represented by a New Jersey attorney in all matters filed in the Landlord/Tenant Section.

How Tenants Pay Rent

As the landlord, you cannot require residential tenants to pay rent by direct or electronic funds deposit, you must provide a receipt for any cash rent payment and must cooperate with any charitable organization or rental assistance program that commits to pay a tenant's rent.

Typical Landlord and Tenant Complaints

The following is a general list of some of the reasons you might file a complaint in the landlord/tenant section:

- Failure to pay rent.
- Continued disorderly conduct.
- Destruction or damage to property caused willfully or by gross negligence.
- Habitual lateness in paying rent.
- Violation of rules and regulations, after written notice to comply, as outlined in a lease or other document.
- Tenant's conviction for a drug offense.

Before filing complaints about conduct, you must give a tenant a written notice to stop, or cease, the particular conduct. Only when a tenant continues that conduct, after the notice to stop, can you try to have the tenant evicted. Also, complaints other than non-payment of rent generally require notice ending the tenancy. These notices must be attached to the complaint at the time of filing. In accordance with federal law, public housing residences require you to send a copy of the complaint and any eviction notice to the Public Housing Authority ("PHA") on or before the date the complaint is filed.

You cannot file a complaint in the landlord/tenant section to collect the unpaid rent after receiving a judgment for possession. Claims to collect back rent must be filed in the regular Special Civil Part or small claims section, depending upon the amount of rent owed.

Filing a Complaint

You must file a in the Special Civil Part Office in the county where the rental premises are located. The facts contained in the complaint supporting the action must be verified by you, as the person who has personal knowledge of those facts, not your attorney (if you have one).

When filing a complaint, you must complete the landlord/tenant summons and complaint, both of which are online or available at the Special Civil Part Office. You must submit an original summons and complaint, plus two additional copies of both, for each tenant named in the complaint. You must specify the type of complaint you are filing, as indicated on the form. All completed forms must be signed. You will be notified by postcard when to appear in court.

Fees

The list of fees for filing a complaint, a warrant of removal and service in the Landlord/Tenant Section is available at njcourts.gov or by calling the Special Civil Part Office in the county where the rental premises are located. Make your check or money order payable to the *Treasurer, State of New Jersey*.

Settlements

If the case is settled *before the trial date*, you should contact the court regarding any agreement. Settlements on the day of trial are described under the section titled “Day of Trial.”

Preparing for Trial

As the landlord, you must come to court and prove that the statements made in the complaint are true. Arrange to have in court any witnesses you need to prove your case. A written statement, even if made under oath, cannot be used in court. Only actual in-court testimony of the witnesses will be allowed. Prepare in advance your questions for the witnesses that will help prove your case.

Bring to court all records of any transactions that could help you prove your case. Such records might include:

- Leases, estimates, bills, rent receipts or ledgers.
- Dishonored checks.
- Letters, Photographs.
- Other documents proving your claim.

Note: if any of your photos or other proof was saved to your phone, you must print them out.

Day of Trial

Both you and the tenant must appear in court at the time and date stated on the summons unless otherwise notified by the court. Bring all evidence and witnesses needed to present your case.

On the trial date, the court will announce all of the cases listed for trial. You must respond when your name is called so the court knows you are present. One of the following can occur:

1. TRIAL - If the parties cannot settle their case, there will be a trial. The judge will either grant or deny judgment for possession to the landlord.
2. SETTLEMENT - The court will encourage you and tenant to settle your case voluntarily. In order for settlements to be enforceable, certain certifications by you and your attorney (if you have an attorney) must be filed with the court. It is important the parties understand what they have agreed to in their settlement. Settlement forms are available in any Special Civil Part Court and require the judge’s review and approval for residential tenants appearing *pro se*, or without an attorney.
3. DISMISSAL - If you do not appear, the case will be dismissed.
4. DEFAULT - If you appear but the tenant does not, the case will be defaulted in your favor. You should submit the following forms within 30 days of the date of default:
 - Certification by Landlord.
 - Certification by Landlord’s Attorney. This document is required only if you are represented by an attorney.

These forms are available in any New Jersey Special Civil Part Office and at njcourts.gov. It is strongly

suggested that these certification forms be completed and submitted to the court on the trial date. The judgment for possession will not be entered until these forms are filed which must be within 30 days of the day of trial.

Judgment for Possession/Warrant of Removal

If judgment for possession is entered, you will be able to have the tenant evicted by a special civil part officer. You cannot personally evict a tenant. Only a special civil part officer can evict a tenant in New Jersey.

A warrant of removal can be issued after the expiration of *three business days*, not including the court day, from the date the judgment for possession is entered. In the case of a seasonal rental, however, the warrant must be issued within two days from the day the judgment for possession is entered. Once the warrant of removal is served on a residential tenant, you must wait *three business days*, which are Mondays through Fridays, excluding legal holidays, before scheduling an eviction. A commercial tenant, however, can be evicted when the warrant is served.

A residential tenant can pay you all rent due and owing plus proper costs within three business days after the eviction and you must then send a notice or letter to the court dismissing the case with prejudice within two business days thereafter. You cannot refuse to accept the tenant's full payment or fail to cooperate with a rental assistance program or charitable organization that has committed to pay the tenant's rent. If you refuse to accept the full payment, fail to timely dismiss the case with prejudice upon timely receipt of full payment and all proper court costs and/or cooperate with one of these applicable third parties, you may be subject to a \$500 statutory penalty for each offense.

A tenant can also promptly apply to the court to vacate the judgment under other limited circumstances, obtain an order for orderly removal, which grants up to 7 calendar days of time to move out; or a hardship stay, which can stop the eviction for up to 6 months. A tenant can apply for lawful relief, such as a hardship stay or motion to dismiss, up to 10 days after the tenant has been evicted. The tenant is required to notify you of the application to have the eviction stopped or delayed. When applying for a hardship stay, the tenant is required to pay all rents owed into court, plus costs. The tenant also might be required to pay all future rents into court when due or as otherwise ordered by the judge for the duration of the stay.

Enforcement of Settlements and Consent Judgments

To enforce a settlement agreement or consent judgment that allowed a tenant to either stay or vacate at a time certain while also paying an agreed upon amount, you or the tenant must file a certification, which is a formal statement of the facts of the alleged breach, or violation, and the desired relief. A copy of this certification must be sent to the other party by regular and certified mail or the other party's attorney, if there is one, by regular mail or, if directed to a tenant, it can be posted on the door of the rental premises.

Residential Security Deposit

New Jersey law prohibits you from requiring more than 1½ times the monthly rent as security. Security deposits are generally required to pay for the repair of damage to the leased premises that is more than the cost of normal maintenance and repair and could be applied to unpaid rent.

You must deposit security deposits into an interest-bearing account within 30 days of receipt. You must notify the tenant in writing of the name and address of the depository bank, the amount deposited, the type of account and the current rate of interest for that account, and *annually thereafter*. If you fail to provide this information to the tenant in writing within 30 days of the receipt of the security deposit, moving the deposit to another account or bank, the merger of the bank with another bank, the sale of the

property or at the time of each annual interest payment, the tenant can apply the security deposit and any accrued interest toward rent. The tenant must notify you in writing by certified mail if they are doing so. If the tenant is going to apply the security deposit to rent because you failed to pay the annual interest in cash to the tenant or failed to provide the tenant with the annual update of the account information, you have 30 days to rectify these failures.

If the property is sold prior to the termination of the tenancy, you are required to transfer the security deposit to the new owner(s) and notify the tenant in writing. The new owner has a duty to obtain the security deposit from you.

If you want to use the security deposit to pay for damage or rent owed, you must notify the tenant in writing within 30 days after the tenant has vacated the rental premises. It is the responsibility of the tenant to provide you with a forwarding address.

Illegal Eviction

In New Jersey, the only way tenants can be evicted from their rental premises is if a judge permits the eviction after a lawsuit has been decided. As the landlord, you cannot evict a tenant or remove a tenant's belongings from the premises without first obtaining a judgment for possession and warrant of removal.

Arrangements must be made with the special civil part officer who is assigned to the case to evict the tenant. It is illegal for you to force a tenant out by refusing access, shutting off utilities, changing the locks or padlocking the rental premises. You cannot take possession of personal belongings or furniture in an attempt to force the tenant to pay rent.

If you illegally evict a tenant from the tenant's rental premises, the tenant could file a complaint and order to show cause in the Special Civil Part and be put back into the rental premises by the judge. The tenant could be awarded money damages.

Tenant's Legal Fees (if any) and/or Rent Credits

The judge might order you to pay the tenant's reasonable legal fees or expenses (or both) *if* the following conditions apply:

- you signed a new residential lease agreement *on or after Feb.1, 2014* and
- the lease agreement provides that you (the landlord) might be entitled to attorney's fees (or expenses) or both, if the tenant fails to comply with the lease terms and,
- the tenant successfully defends against your claim that they failed to comply with the lease terms or successfully proves to the court that **you** failed to comply with the lease terms.

The court has the discretion to award either money damages or a credit against future rent to the tenant. However, the court will not award damages when the tenant simply pays rent that was due under the lease, without other defenses or proofs.

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