LANDLORD-TENANT LAW UPDATE 2026: EMERGING TRENDS AND CRITICAL DEVELOPMENTS

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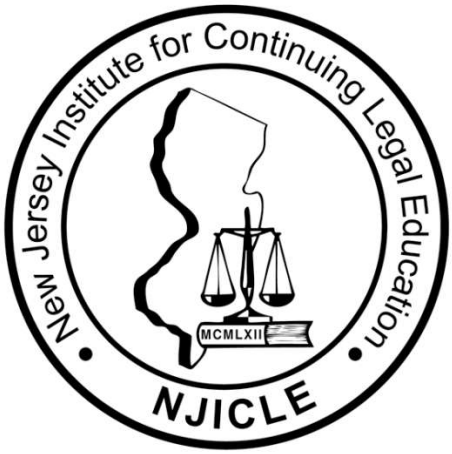

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THE EVICTION ACTION – GROUNDS FOR EVICTION



When a landlord is seeking to terminate a tenancy, it is important to select the proper statutory grounds. Under no circumstances may a tenant be legally "evicted" without meeting a statutory prerequisite. Self-help evictions are considered unlawful on Constitutional grounds despite what the parties' lease agreement may say, and a landlord should not use self-help to retake possession of rented premises. This holds true even if the tenant appears to have moved out. Unless there has been some physical manifestation by the tenant that there was a lawful surrender of possession of the premises, such as the return of the keys, the right to possession remains with the tenant until such time as a Judgment of Possession ("J.O.P.") has been obtained by the landlord. If the tenant or the tenant's possessions remain in the premises after a J.O.P. is obtained, a landlord must have a Warrant of Removal executed by a court officer, commonly called a Constable. N.J.S.A. 2A:39-1 prohibits a landlord from forcing a tenant from the premises without judicial action.

STATUTORY AUTHORITY

There are two statutes which apply to L/T matters: the Anti-Eviction Act, N.J.S.A. 2A:18-61.1 et. seq. ("61"), and the Summary Dispossess Act, N.J.S.A. 2A:18-53 ("53"). The Anti-Eviction Act applies to (i) residential properties if the owner (landlord) does not live there or (ii) if the owner does live there and there are more than two other rental units. The Summary Dispossess Act applies to all other residential properties, and to all other rental properties including commercial tenancies.

A tenant falling within the purview of the Anti-Eviction Act is said to have a "protected" tenancy. A landlord cannot terminate this type of tenancy without cause, i.e. one of the grounds provided for by the statute. Theoretically, a tenant can remain in the demised (rented) premises for as long as they want, so long as there is no violation of any provision in the Act. Hence, they are "protected" from the whims of a landlord.

The two statutes are produced below for reference.

The Anti-Eviction Act – N.J.S.A. 2A:18-61.1 et. seq. ("61.1")

No lessee or tenant or the assigns, under-tenants or legal representatives of such lessee or tenant may be removed by the Superior Court from any house, building, mobile home or land in a mobile home park or tenement leased for residential purposes, other than (1) owner-occupied premises with not more than two rental units or a hotel, motel or other guest house or part thereof rented to a transient guest or seasonal tenant; (2) a dwelling unit which is held in trust on behalf of a member of the immediate family of the person or persons establishing the trust, provided that the member of the immediate family on whose behalf the trust is established permanently occupies the unit; and (3) a dwelling unit which is permanently occupied by a member of the immediate family of the owner of that unit, provided, however, that exception (2) or (3) shall apply only in cases in which the member of the immediate family has a developmental disability, except upon establishment of one of the following grounds as good cause:

a. The person fails to pay rent due and owing under the lease whether the same be oral or written; provided that, for the purposes of this section, any portion of rent unpaid by a tenant to a landlord but utilized by the tenant to continue utility service to the rental premises after

receiving notice from an electric, gas, water or sewer public utility that such service was in danger of discontinuance based on nonpayment by the landlord, shall not be deemed to be unpaid rent.

b. The person has continued to be, after written notice to cease, so disorderly as to destroy the peace and quiet of the occupants or other tenants living in said house or neighborhood.

c. The person has willfully or by reason of gross negligence caused or allowed destruction, damage or injury to the premises.

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.

e. (1) The person has continued, after written notice to cease, to substantially violate or breach any of the covenants or agreements contained in the lease for the premises where a right of reentry is reserved to the landlord in the lease for a violation of such covenant or agreement, provided that such covenant or agreement is reasonable and was contained in the lease at the beginning of the lease term.

(2) In public housing under the control of a public housing authority or redevelopment agency, the person has substantially violated or breached any of the covenants or agreements contained in the lease for the premises pertaining to illegal uses of controlled dangerous substances, or other illegal activities, whether or not a right of reentry is reserved to the landlord in the lease for a violation of such covenant or agreement, provided that such covenant or agreement conforms to federal guidelines regarding such lease provisions and was contained in the lease at the beginning of the lease term.

f. The person has failed to pay rent after a valid notice to quit and notice of increase of said rent, provided the increase in rent is not unconscionable and complies with any and all other laws or municipal ordinances governing rent increases.

g. The landlord or owner (1) seeks to permanently board up or demolish the premises because he has been cited by local or State housing inspectors for substantial violations affecting the health and safety of tenants and it is economically unfeasible for the owner to eliminate the violations; (2) seeks to comply with local or State housing inspectors who have cited him for substantial violations affecting the health and safety of tenants and it is unfeasible to so comply without removing the tenant; simultaneously with service of notice of eviction pursuant to this clause, the landlord shall notify the Department of Community Affairs of the intention to institute proceedings and shall provide the department with such other information as it may require pursuant to rules and regulations. The department shall inform all parties and the court of its view with respect to the feasibility of compliance without removal of the tenant and may in its discretion appear and present evidence; (3) seeks to correct an illegal occupancy because he has been cited by local or State housing inspectors or zoning officers and it is unfeasible to correct such illegal occupancy without removing the tenant; or (4) is a governmental agency which seeks to permanently retire the premises from

the rental market pursuant to a redevelopment or land clearance plan in a blighted area. In those cases where the tenant is being removed for any reason specified in this subsection, no warrant for possession shall be issued until P.L.1967, c.79 (C.52:31B-1 et seq.) and P.L.1971, c.362 (C.20:4-1 et seq.) have been complied with.

h. The owner seeks to retire permanently the residential building or the mobile home park from residential use or use as a mobile home park, provided this subsection shall not apply to circumstances covered under subsection g. of this section.

i. The landlord or owner proposes, at the termination of a lease, reasonable changes of substance in the terms and conditions of the lease, including specifically any change in the term thereof, which the tenant, after written notice, refuses to accept; provided that in cases where a tenant has received a notice of termination pursuant to subsection g. of section 3 of P.L.1974, c.49 (C.2A:18-61.2), or has a protected tenancy status pursuant to the "Senior Citizens and Disabled Protected Tenancy Act," P.L.1981, c.226 (C.2A:18-61.22 et al.), or pursuant to the "Tenant Protection Act of 1992," P.L.1991, c.509 (C.2A:18-61.40 et al.), the landlord or owner shall have the burden of proving that any change in the terms and conditions of the lease, rental or regulations both is reasonable and does not substantially reduce the rights and privileges to which the tenant was entitled prior to the conversion.

j. The person, after written notice to cease, has habitually and without legal justification failed to pay rent which is due and owing.

k. The landlord or owner of the building or mobile home park is converting from the rental market to a condominium, cooperative or fee simple ownership of two or more dwelling units or park sites, except as hereinafter provided in subsection l. of this section. Where the tenant is being removed pursuant to this subsection, no warrant for possession shall be issued until this act has been complied with. No action for possession shall be brought pursuant to this subsection against a senior citizen tenant or disabled tenant with protected tenancy status pursuant to the "Senior Citizens and Disabled Protected Tenancy Act," P.L.1981, c.226 (C.2A:18-61.22 et al.), or against a qualified tenant under the "Tenant Protection Act of 1992," P.L.1991, c.509 (C.2A:18-61.40 et al.), as long as the agency has not terminated the protected tenancy status or the protected tenancy period has not expired.

l(1) The owner of a building or mobile home park, which is constructed as or being converted to a condominium, cooperative or fee simple ownership, seeks to evict a tenant or sublessee whose initial tenancy began after the master deed, agreement establishing the cooperative or subdivision plat was recorded, because the owner has contracted to sell the unit to a buyer who seeks to personally occupy it and the contract for sale calls for the unit to be vacant at the time of closing. However, no action shall be brought against a tenant under paragraph (1) of this subsection unless the tenant was given a statement in accordance with section 6 of P.L.1975, c.311 (C.2A:18-61.9);

(2) The owner of three or less condominium or cooperative units seeks to evict a tenant whose initial tenancy began by rental from an owner of three or less units after the master deed or agreement establishing the cooperative was recorded, because the owner seeks to personally occupy the unit, or has contracted to sell the unit to a buyer who seeks to

personally occupy it and the contract for sale calls for the unit to be vacant at the time of closing;

(3) The owner of a building of three residential units or less seeks to personally occupy a unit, or has contracted to sell the residential unit to a buyer who wishes to personally occupy it and the contract for sale calls for the unit to be vacant at the time of closing.

m. The landlord or owner conditioned the tenancy upon and in consideration for the tenant's employment by the landlord or owner as superintendent, janitor or in some other capacity and such employment is being terminated.

n. The person has been convicted of or pleaded guilty to, or if a juvenile, has been adjudicated delinquent on the basis of an act which if committed by an adult would constitute an offense under the "Comprehensive Drug Reform Act of 1987," N.J.S.2C:35-1 et al., involving the use, possession, manufacture, dispensing or distribution of a controlled dangerous substance, controlled dangerous substance analog or drug paraphernalia within the meaning of that act within or upon the leased premises or the building or complex of buildings and land appurtenant thereto, or the mobile home park, in which those premises are located, and has not in connection with his sentence for that offense either (1) successfully completed or (2) been admitted to and continued upon probation while completing, a drug rehabilitation program pursuant to N.J.S.2C:35-14; or, being the tenant or lessee of such leased premises, knowingly harbors or harbored therein a person who has been so convicted or has so pleaded, or otherwise permits or permitted such a person to occupy those premises for residential purposes, whether continuously or intermittently, except that this subsection shall not apply to a person harboring or permitting a juvenile to occupy the premises if the juvenile has been adjudicated delinquent upon the basis of an act which if committed by an adult would constitute the offense of use or possession under the said act. No action for removal may be brought pursuant to this subsection more than two years after the date of the adjudication or conviction or more than two years after the person's release from incarceration whichever is the later.

o. The person has been convicted of or pleaded guilty to, or if a juvenile, has been adjudicated delinquent on the basis of an act which if committed by an adult would constitute an offense under N.J.S.2C:12-1 or N.J.S.2C:12-3 involving assault, or terroristic threats against the landlord, a member of the landlord's family or an employee of the landlord; or, being the tenant or lessee of such leased premises, knowingly harbors or harbored therein a person who has been so convicted or has so pleaded, or otherwise permits or permitted such a person to occupy those premises for residential purposes, whether continuously or intermittently. No action for removal may be brought pursuant to this subsection more than two years after the adjudication or conviction or more than two years after the person's release from incarceration whichever is the later.

p. The person has been found, by a preponderance of the evidence, liable in a civil action for removal commenced under this act for an offense under N.J.S.2C:20-1 et al. involving theft of property located on the leased premises from the landlord, the leased premises or other tenants residing in the leased premises, or N.J.S.2C:12-1 or N.J.S.2C:12-3 involving assault or terroristic threats against the landlord, a member of the landlord's family or an employee of the landlord, or under the "Comprehensive Drug Reform Act of 1987,"

N.J.S.2C:35-1 et al., involving the use, possession, manufacture, dispensing or distribution of a controlled dangerous substance, controlled dangerous substance analog or drug paraphernalia within the meaning of that act within or upon the leased premises or the building or complex of buildings and land appurtenant thereto, or the mobile home park, in which those premises are located, and has not in connection with his sentence for that offense either (1) successfully completed or (2) been admitted to and continued upon probation while completing a drug rehabilitation program pursuant to N.J.S.2C:35-14; or, being the tenant or lessee of such leased premises, knowingly harbors or harbored therein a person who committed such an offense, or otherwise permits or permitted such a person to occupy those premises for residential purposes, whether continuously or intermittently, except that this subsection shall not apply to a person who harbors or permits a juvenile to occupy the premises if the juvenile has been adjudicated delinquent upon the basis of an act which if committed by an adult would constitute the offense of use or possession under the said "Comprehensive Drug Reform Act of 1987."

q. The person has been convicted of or pleaded guilty to, or if a juvenile, has been adjudicated delinquent on the basis of an act which if committed by an adult would constitute an offense under N.J.S.2C:20-1 et al. involving theft of property from the landlord, the leased premises or other tenants residing in the same building or complex; or, being the tenant or lessee of such leased premises, knowingly harbors therein a person who has been so convicted or has so pleaded, or otherwise permits such a person to occupy those premises for residential purposes, whether continuously or intermittently.

r. The person is found in a civil action, by a preponderance of the evidence, to have committed a violation of the human trafficking provisions set forth in section 1 of P.L.2005, c.77 (C.2C:13-8) within or upon the leased premises or the building or complex of buildings and land appurtenant thereto, or the mobile home park, in which those premises are located; or, being the tenant or lessee of such leased premises, knowingly harbors or harbored therein a person who has been engaged in human trafficking, or otherwise permits or permitted such a person to occupy those premises for residential purposes, whether continuously or intermittently. No action for removal may be brought pursuant to this subsection more than two years after the alleged violation has terminated. A criminal conviction or a guilty plea to a crime of human trafficking under section 1 of P.L.2005, c.77 (C.2C:13-8) shall be considered prima facie evidence of civil liability under this subsection.

For purposes of this section, (1) "developmental disability" means any disability which is defined as such pursuant to section 3 of P.L.1977, c.82 (C.30:6D-3); (2) "member of the immediate family" means a person's spouse, parent, child or sibling, or a spouse, parent, child or sibling of any of them; and (3) "permanently" occupies or occupied means that the occupant maintains no other domicile at which the occupant votes, pays rent or property taxes or at which rent or property taxes are paid on the occupant's behalf.

The Summary Dispossess Act - N.J.S.A. 2A:18-53

Except for residential lessees and tenants included in section 2 of this act, (N.J.S.A. § 2A:18-61.1) any lessee or tenant at will or at sufferance, or for a part of a year, or for 1 or more years, of any houses, buildings, lands or tenements, and the assigns, undertenants or legal

representatives of such tenant or lessee, may be removed from such premises by the Superior Court, Law Division, Special Civil Part in an action in the following cases:

a. Where such person holds over and continues in possession of all or any part of the demised premises after the expiration of his term, and after demand made and written notice given by the landlord or his agent, for delivery of possession thereof. The notice shall be served either personally upon the tenant or such person in possession by giving him a copy thereof or by leaving a copy of the same at his usual place of abode with a member of his family above the age of 14 years.

b. Where such person shall hold over after a default in the payment of rent, pursuant to the agreement under which the premises are held.

c. Where such person
(1) shall be so disorderly as to destroy the peace and quiet of the landlord or the other tenants or occupants living in said house or the neighborhood, or
(2) shall willfully destroy, damage or injure the premises, or
(3) shall constantly violate the landlord's rules and regulations governing said premises, provided, such rules have been accepted in writing by the tenant or are made a part of the lease; or
(4) shall commit any breach or violation of any of the covenants or agreements in the nature thereof contained in the lease for the premises where a right of re-entry is reserved in the lease for a violation of such covenants or agreements, and shall hold over and continue in possession of the demised premises or any part thereof, after the landlord or his agent for that purpose has caused a written notice of the termination of said tenancy to be served upon said tenant, and a demand that said tenant remove from said premises within 3 days from the service of such notice. The notice shall specify the cause of the termination of the tenancy, and shall be served either personally upon the tenant or such person in possession by giving him a copy thereof, or by leaving a copy thereof at his usual place of abode with some member of his family above the age of 14 years.

NOTICE REQUIREMENTS



Whether you are proceeding under the Anti-Eviction Act (61.1) or the Summary Dispossess Act (53), the statute may require that one or more notices be served upon the tenant prior to proceeding with court action. With the exception of a tenant's non-payment of rent, or failure to pay rent after a reasonable increase (which requires a separate notice unto itself), a landlord is required to serve notice upon a tenant prior to the institution of court action.

❖ NOTICE TO CEASE (Warning Notice)

Where a Notice to Cease is required, it should include as much detail as possible. This serves the dual purpose of putting the tenant on notice of a statutory (or lease) violation and allows the tenant an opportunity to "cure" the alleged violation. If the tenant ceases the described wrongful conduct, a landlord may not proceed to terminate the tenancy. It is, in effect, a warning notice. By statute, the notice must be served upon the tenant or person in possession either personally at the demised premises, or by leaving it at "his usual place of abode with some member of his family above the age of 14 years or by certified mail; if the certified letter is not claimed, notice shall be sent by regular mail." (See **N.J.S.A. 2A:18-61.2**).

It is advisable to serve notice by all 3 methods. The notice should be hand delivered to the demised premises, and copies sent via certified mail return receipt requested and regular mail - simultaneously. In addition, the person making the personal delivery should fill out a

simple "Certification of Service" form for the file in the event of trial. The worst thing that can happen to a landlord's case on the day of trial is to get "shot down" for defective service of a notice. If the notices are not correct (legally sufficient) or not properly served, the court must dismiss the landlord's case. A defective notice or defective service is a jurisdictional defect. If a jurisdictional defect exists, the court must dismiss the case. It is important to stress that the acts complained of must be enunciated clearly and in detail. The notice may not contain conflicting information. For instance, a Notice to Cease that contains a warning to a tenant not to pay rent late may not contain an additional notice that the tenant is obligated to pay late fees. The rationale in this example is that by stating that late fees are due, a landlord is implying that rent can be paid late so that a landlord cannot permissibly evict a tenant for late payments while improperly accepting these late payments.

❖ NOTICE TO QUIT (Termination Notice)

A Notice to Quit terminates the tenancy. If the tenant fails to cease the acts complained of in the Notice to Cease after a reasonable period of time to cure has elapsed, or the statute does not require a cease notice, a landlord may serve a Notice to Quit for the statutory violation. Many landlords are under the mistaken impression that they must wait 30 days after serving a Notice to Cease before serving a Notice to Quit. This is wrong. All that must elapse is a “reasonable” period of time and what is reasonable has to be determined on a case-by-case basis.

The Notice to Quit must also contain a "Demand for Possession." A written demand for possession is required in all cases except for nonpayment of rent. If this language is not there (or is not sufficient), the court will lack jurisdiction to hear the case. A Notice to Quit is generally served in the same manner as the Notice to Cease.

Finally, the Notice to Quit must provide a certain “amount” of notice to the tenant before the tenancy can be terminated. The time that must be provided to the tenant is defined by the relevant statutory section. Below is a helpful “cheat sheet”:

NOTICE REQUIREMENTS PURSUANT TO 61.1 & 61.2

61.1	61.2	TIME PERIOD AFTER SERVICE OF NOTICE BEFORE INSTITUTION OF THE ACTION FOR POSSESSION	NOTICE TO CEASE
a nonpayment	NA	no Notice to Quit or Demand for Possession	No
f nonpayment of increased rent	NA	"	No
q theft	a	3 days	No
b disorderly	a	3 days	Yes
c damage	a	"	No
m termination of employment	a	"	No
n drug offense	a	"	No
o assaults/threats	a	"	No
p "civil violations"	a	"	No
r "human trafficking"	a	"	No
d violation of rules/regulations	b	1 month	Yes
e(1) violation of lease	b	"	Yes
j habitually late	b	"	Yes
g housing/health code	c	3 months	No
h permanent retirement	d	18 months	No
i lease changes	e	1 month	Refer to bench manual for discussion
l personal occupancy	f	2 months	No
k conversion	g	3 years	No
e(2) public housing; CDS violations/illegal activities	h	Fed'l notice requirements	Fed'l notice requirements

ALL SUBSECTIONS REQUIRE A DEMAND FOR POSSESSION EXCEPT 61.1*a* and *f*.

NOTICE REQUIREMENTS PURSUANT TO 53

Grounds for Eviction	**Notice to Cease or Warning Notice**	**Notice to Quit**	**Demand For Possession Required**
a Holdover after expiration of term	No	3 months if tenancy at will	Yes
b Nonpayment of Rent	No	No	None
c(1) Disorderly tenant	No	3 days prior to filing suit	Yes
c(2) Damage/injury to the Premises	No	3 days prior to filing suit	Yes
c(3) Violation of rules and regs. accepted in writing	No	3 days prior to filing suit	Yes
c(4) Breach of lease covenant where right of re-entry reserved	No	3 days prior to filing suit	Yes

TAKING YOUR CASE TO LANDLORD-TENANT COURT

The L-T Court is a division of the Special Civil Part of the Superior Court of New Jersey. Each county in the State of New Jersey has an L-T Court that is empowered by statute to hear cases affecting tenancies within their county jurisdiction. The Court's jurisdiction is limited to awarding "possession" of the premises to the landlord. That is, if a landlord is successful in bringing a case in the L-T Court, they will receive a "Judgment of Possession" which entitles them to evict the tenant from the demised (rented) premises. As a condition to commencing a case in the Landlord/Tenant Court, a landlord/tenant relationship must exist between the plaintiff (generally the landlord) and the defendant (generally the tenant.)

Cases that are brought (or filed) in L-T Court are known as "summary dispossess" proceedings. They are so named after the New Jersey Court Rule that authorizes the commencement of the case. The Rule provides the defendant shall "appear and state a defense" in lieu of providing a written answer, which is the usual way to respond to a plaintiff's Complaint.

Generally, the landlord is the plaintiff, and the tenant is the defendant. However, notwithstanding the foregoing, since judgments of possession may affect the rights of other persons occupying the rented premises, there has been a significant “push” lately by sitting judges to have a landlord name all known occupants, (excepting minors) as defendants in the action for possession. All those whose interests may be affected by a judgment should be included in the action, so they are served with process and get notice. This would include all sub-tenants, undertenants, assignees, spouses, boyfriends/girlfriends, etc. – i.e. all known adult occupants.



❖ REQUIREMENTS FOR AN ATTORNEY

The New Jersey Court Rule R. 1:21-1 expressly prohibits the filing of court papers and appearances in L/T actions by business entities other than sole proprietors or partners in a general partnership. Therefore, unless a party is qualified to represent themselves in court, an attorney is required.

It should be noted that non-lawyers can not represent sole proprietors, or partners in a general partnership, in court, even under a power of attorney.

❖ SUMMONS AND COMPLAINT

The following is the recently amended form of Summons and Complaint, which may be found in the appendix to the New Jersey Rules of Court. It is very important to provide on the summons a detailed address or description, if appropriate, of where the defendant resides. This will help the case get to court faster by helping the court officer who is charged with serving your Summons and Complaint to locate the tenant. If service is difficult this will cause your case to be delayed.

Additionally, if you are representing a landlord and your ground for eviction requires the service of Notices, be sure to attach those Notices, with the service receipts, as exhibits to your Complaint.

Earlier this year, a new court LT Summons and Complaint form was released and is now the only format being accepted by the court. The forms are now much more comprehensive and require additional information in comparison to the former forms. A copy of the form is attached.

In certain circumstances, additional notices must also be attached to the complaint in order to avoid deficiencies, or possible dismissal at trial. For instance, if a tenant is subsidized or resides in a Low Income Housing Tax Credit ("LIHTC") property, a **VAWA** notice should be attached with the complaint. There was an unreported case in Mercer County regarding this issue. ***Wood Street Housing Partnership, LLP v. Jasmine Saunders***, bearing docket number MER-LT-5312-24. A copy of the opinion is attached.

Moreover, pursuant to federal statute 15 U.S.C. § 9058(c), a **CARES Act** notice may also need to be attached with the complaint. A sample copy of that notice is also attached.

AT TRIAL



❖ RETURN DATE

After the court has served a copy of the Summons and Complaint upon the tenant, two court dates are now scheduled. All Landlord Tenant matters are initially scheduled for a case management conference ("CMC") date, followed by a trial date (return date). The landlord is generally notified of the dates by post card. The tenant is notified on the Summons of the return date. On the return date, the court conducts a "calendar call" to determine which parties are present and prepared to proceed with a trial. If the landlord fails to appear, the case is dismissed "without prejudice," which means it can be re-filed without penalty. If the landlord appears and the tenant fails to appear, the court will enter a "default" against the tenant.* Thereafter a Judgment of Possession can be entered upon submission (within 30 days) of certain documents.

*The exceptions to the automatic default rule are (1) if the tenant is an infant or incompetent person, or (2) the landlord acquired title to the premises from the tenant or gave the tenant an option to purchase. In these events, proof must be given in open court by the landlord in order to obtain a judgment of possession.

❖ SETTLING YOUR CASE

The courts look favorably upon settlements between parties. Whether it is between pro se litigants or attorneys, the court encourages settlement. The court rules that went into effect on November 1, 2001 incorporate by reference the various court sanctioned "settlement" forms that are available for use in court. Although not required, it is always

"safer" to utilize a court approved form when settling a case. Practices in the various counties of the state have shown that judges handle the filing and review of settlement agreements in a variety of manners. If you are unfamiliar with a particular court's practice, check with the judge's law clerk assigned to hear the case to ensure proper compliance with the filing requirements of a settlement agreement.

Some counties require the parties to meet with a mediator if they cannot settle the issues between themselves. It used to be common practice that parties would settle their case before they went to court, since there was no requirement that the parties appear in court if they agreed on the terms of a settlement. Unless the parties have settled and agreed to dismiss the case prior to the trial date, it is best to appear in court to properly "process" the settlement since court rules require the courts to review agreements. In any event it is best to reduce any agreement to writing. It is important be cognizant of the steps one must follow if a tenant breaches an agreement when applying for a warrant.

❖ THE CONTESTED CASE

On the return date, if the landlord and tenant appear and cannot settle the issues (and have participated in mediation if required), the case will be heard by the court without a jury. The individuals that will provide testimony (evidence) to the court will be sworn or will have to affirm under the penalty of perjury, to tell the truth.

The plaintiff begins and will have the burden of proving, by a preponderance of the evidence, each allegation contained in the complaint. When your case is presented to the court, you must be able to clearly articulate your proofs. If the parties are appearing pro se, most judges will begin questioning the parties to narrow the issues.

As an attorney representing the landlord of the hypothetical ABC Park Apts., an examination of the witness may typically proceed as follows:

Q. What is your relationship to ABC Park Apts.?

Q. Where is ABC Park Apts. located?

Q. Is the defendant a tenant at ABC Park Apts.?

Q. What apartment does the defendant reside in?

Q. Is that pursuant to a written lease agreement?

Q. Did the tenant violate the agreement?

Q. How did the tenant violate the agreement?

If, for instance, the tenant failed to pay rent, the questions would continue:

Q. What is the total rent due and owing?

Q. How did you arrive at that amount?

Q. Is the property properly registered?

Q. Is the tenant still in possession of the premises?

Q. Are you seeking a judgment of possession?

If the landlord is seeking to terminate the tenancy for cause other than non-payment, the questions may be modified as follows:

Q. Has the tenant violated the lease?

Q. What paragraph?

Q. What did the tenant do that violated that provision?

Q. Was a Notice to cease served upon the tenant? How? When?

Q. Did the tenant cease the acts complained of?

Q. Was a Notice to Quit served upon the tenant? How? When?

The witness should always be able to identify all documents referred to in their testimony. After identification, each should be marked into evidence so the judge can refer to them.

If you are a pro se litigant, simply provide the court with the answers to the foregoing questions. You will appear highly credible, make the court's job easier, and gain favor with the judge while on the way towards winning your case.

If you attempt to introduce extraneous matters, you will lose credibility and hurt your case. For instance, if it is a non-payment of rent action, DO NOT begin telling the court about how the tenant has been disorderly, drug dealing, or committing "terroristic threats" against the landlord. Even though these are all valid grounds to evict under the Anti-Eviction Act, they are irrelevant in a non-payment of rent case.

❖ AFTER TRIAL

o ENTRY OF A JUDGMENT AND EXECUTION

After trial, there can only be one of two results: (1) possession is awarded to the landlord, or (2) possession remains with the tenant, i.e. "case dismissed!" If judgment is awarded in favor of the landlord, the landlord has 30 days to request a "Warrant of Removal" to be issued by the court clerk.

The earliest the application for a Warrant of Removal may be submitted in a residential OR commercial eviction is three days after the judgment date. In a commercial setting the judgment may be executed immediately after it is issued. A landlord in New Jersey CANNOT use "self help" and conduct the lock out themselves at any time. A Superior Court Officer, known as a Constable, must be used. If more than 30 days have elapsed since the date the judgment of possession was entered, and the parties have not entered into a post-judgment agreement, the Warrant may only be obtained with the consent of the tenant or by Order of the Court after notice is given to the tenant that the landlord is so applying.

After the Warrant is issued, it is "served." This is accomplished by the Constable hand delivering it to the tenant, or by posting it on the tenant's door. The Warrant must contain a "3-day" notice to the tenant advising that the lockout is scheduled to occur, and it also advises the tenant of the right to apply for a stay of execution. That is all pursuant to the **"Fair Eviction Notice Act" (N.J.S.A. 2A:42-10.16)** The Warrant may not be executed until the third day following service. Saturdays, Sundays and holidays are not included. The effect of this is that the tenant can remain in the demised premises for a minimum of 8 days after the entry of a judgment of possession before they are locked out.

- **STAYS OF EXECUTION**
  - **BY COURT ORDER**

New Jersey statutes permit the court to "stay" (postpone) the issuance and/or execution of a warrant of removal for up to 6 months after judgment of possession is entered in favor of a **residential** landlord. The stay may be granted if it appears that the tenant will "suffer a hardship because of the unavailability of other dwelling accommodations." The relief lies with the discretion of the judge. Pursuant to statutes, the stay may be granted so long as:

(a) all rent and court costs are paid;

(b) the tenant is not disorderly;

(c) the tenant does not willfully damage the premises; and

(d) rent is paid as it becomes due.

Typically, a court does not issue a stay of eviction on the initial return date of a Summons & Complaint after a Judgment of Possession is awarded to the landlord. Rather, it forces the tenant to go home and try to secure alternative living quarters. If they are

unsuccessful, the tenant must then return to court and file an application for an Order to Show Cause. An Order to Show Cause in the realm of landlord/tenant court is an application filed by the tenant, which, if granted, directs the landlord to appear in court to be heard as to why the tenant should not be relieved from the effects of the Judgment of Possession. The application by the tenant requires them to submit a certification. The court considers the certification of the tenant and either grants the application for the Order to Show Cause or signs an Order for Orderly Removal which gives the tenant a "few" extra days to vacate the premises.

- **VACATING A JUDGMENT**

On the return date of an Order to Show Cause, the court will consider whether or not to vacate the Judgment of Possession. If the Judgment of Possession was based upon nonpayment of rent, and the tenant deposits into court on the original return date all of the rent and court costs due, the judgment must be vacated by statute. But what if the tenant has the money a few days later? In that case, the court can consider extraneous factors the landlord may present regarding the tenant. A suggested strategy to defeat a tenant's applications to vacate a judgment, even when they have all of the rent money, is by showing that the tenant has been brought to court before. It is even more favorable to the landlord when the tenant has brought Orders to Show Cause in the past. A court may be constrained to give the tenant another "break." The following 1994 New Jersey Supreme Court case of **Housing Authority of Morristown v. Little, 135 N.J. 274,** deals with the court's ability to vacate a default judgment under the court Rules. It is a very useful case to know and have on hand when dealing with a post judgment application for relief.

The tenant is not limited by the 10-day statute from making a claim for relief under the court Rules (**R.4:50**). This application must be made within a reasonable time after judgment is entered.

- **AFTER POSSESSION HAS BEEN RETURNED**

Be sure to review the Security Deposit Act, N.J.S.A. 46:8-19 et. seq., and the Abandoned Property Act, N.J.S.A. 2A:18-72 et. seq. If applicable to the tenancy, these statutes establish certain rights for tenants and impose significant obligations on the landlord.

New Jersey Judiciary

Landlord Case Information Statement (LCIS)

Notice: This is a public document, which means the document as submitted will be available to the public upon request. Therefore, do not enter personal identifiers on it, such as Social Security number, driver's license number, vehicle plate number, insurance policy number, active financial account number, active credit card number, or military status.

The information provided on this form cannot be introduced into evidence.

Caption	County of Venue	Docket Number

Name of Plaintiff/Landlord		
Email Address	Home/Office Phone ext.	Cell Phone

Attorney Name (if applicable)	Firm Name (if applicable)	
Email Address	Office Phone ext.	Cell Phone

Attorney/Plaintiff Mailing Address		
Name of Defendant(s)/Tenant(s)		
Email Address (if known)	Daytime Phone ext.	Cell Phone

Rental Property Address	
Municipal Code (*)	Rental Property Is Owner Occupied ☐ Yes ☐ No

Type of Tenancy (select only one) ☐ Residential ☐ Commercial

Cause of Action (select all that apply) ☐ Non-Payment ☐ Other (Holdover/For Cause)

Holdover Cause of Action (select from list on pages 3 and 4)

Select all that apply to the rental property:

☐ Subsidized Housing.

Type: ☐ Public Housing ☐ Section 8 Voucher

☐ Section 8 HAP Contract ☐ Other Subsidy Program _____

☐ Notice(s) that are required for Holdover, Public Housing and/or Subsidized Housing are attached to the complaint.

☐ The tenancy is subject to a municipal rent control ordinance.

The total number of months of unpaid rent is: _____		
The first month of unpaid rent was (please provide month and year): _____ The amount due and owing by the tenant in this case is: $_____		
I certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b). I certify that the foregoing statements made by me are true to the best of my knowledge. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.		
Date	Attorney/Plaintiff Name	Signature of Attorney/Plaintiff s/

Municipality codes can be found at njcourts.gov

New Jersey Judiciary

Holdover Cause of Action

Landlord Case Information Statement (LCIS)

Note: Enter number(s) in appropriate space on page 1.

Residential Tenancy

1. Disorderly Tenant	N.J.S.A. 2A:18-61.1(b)
2. Willful or Gross Negligent Damage to Premises	N.J.S.A. 2A:18-61.1(c)
3. Violation of Rules and Regulations	N.J.S.A. 2A:18-61.1(d)
4. Violation of the Lease Covenants	N.J.S.A. 2A:18-61.1(e)
5. Violation of the Lease Covenants Under the Control of a Public Housing Authority or Redevelopment Agency	N.J.S.A. 2A:18-61.1(e)
6. Failure to Pay Rent After Increase	N.J.S.A. 2A:18-61.1(f)
7. Demolish/Board Up Premises	N.J.S.A. 2A:18-61.1(g)
8. Permanently Retiring Residential Building/Mobile Home Park from Residential Use	N.J.S.A. 2A:18-61.1(h)
9. Reasonable Changes to Lease at End of Lease Term that Tenant Refuses to Accept	N.J.S.A. 2A:18-61.1(i)
10. Habitual Late Payment of Rent	N.J.S.A. 2A:18-61.1(j)
11. Converting Property to Condominium or Cooperative Ownership	N.J.S.A. 2A:18-61.1(k)
12. Personal Occupancy by Owner or Purchaser of Unit (property converted to condo/cooperative or fee simple ownership)	N.J.S.A. 2A:18-61.1(l)(1)
13. Personal Occupancy by Owner or Purchaser of Unit (owner of a building with 3 or fewer condo/cooperative units.	N.J.S.A. 2A:18-61.1(l)(2)
14. Personal Occupancy by Owner or Purchaser of Unit (building with 3 or fewer residential units)	N.J.S.A. 2A:18-61.1(l)(3)
15. Rental is Conditioned on Tenant's Employment by Landlord	N.J.S.A. 2A:18-61.1(m)
16. Convicted or Pleaded Guilty to Offenses under the 1987 Comprehensive Drug Reform Act, or Harbors such Person	N.J.S.A. 2A:18-61.1(n)
17. Convicted or Pleaded Guilty to Assault/Threats against Landlord, Landlord's Family or Employee, or Harbors such Person	N.J.S.A. 2A:18-61.1(o)
18. Tenant or Tenant Harbors such Person previously found Liable in a Civil Action for Certain Criminal Acts on the Rental Premises	N.J.S.A. 2A:18-61.1(p)
19. Tenant or Tenant Harbors Such Person who pleaded or was convicted of theft of property from the Landlord, the Rental Premises, or Other Tenants	N.J.S.A. 2A:18-61.1(q)
20. Tenant or Tenant Harbors such Person previously found Liable in a Civil Action for Human Trafficking on the Rental Premises	N.J.S.A. 2A:18-61.1(r)
21. Residents at Residential Health Care Facilities (non-payment or holdover)	N.J.S.A. 30:11A-1 *et. seq.*

Commercial Tenancy; Owner-Occupied Premises with Two or Less Residential Units; Rental Unit Held in Trust on behalf of Immediate Family Member Who Permanently Occupies the Unit not Developmentally Disabled	
22. Tenant Stays after Expiration of Lease Term	N.J.S.A. 2A:18-53
23. Tenant Disorderly as to Destroy Peace and Quiet	N.J.S.A. 2A:18-53
24. Tenant Willfully Destroys, Damages or Injures the Premises	N.J.S.A. 2A:18-53
25. Tenant Constantly Violates Landlord's Written Rules and Regulations	N.J.S.A. 2A:18-53
26. Tenant Breaches/Violates any Agreement in Lease that Provides for Right of Reentry	N.J.S.A. 2A:18-53
27. Violation of Alcoholic Beverages Laws by Commercial Tenant	N.J.S.A. 33:1-54

Appendix XI-X Verified Complaint – Residential Landlord Tenant

Notice: This is a public document, which means the document as submitted will be available to the public upon request. Therefore, do not enter personal identifiers on it, such as Social Security number, driver's license number, vehicle plate number, insurance policy number, active financial account number, active credit card number or military status.

Plaintiff or Filing Attorney Information:

Name _____

_____

NJ Attorney ID Number _____

Address _____

_____

Email _____

Telephone Number _____

Superior Court of New Jersey
Law Division, Special Civil Part

_____ County

_____

_____, Docket Number: LT _____

Name of Plaintiff(s)/Landlord(s),
referred to as "Plaintiff,"

v.

_____

_____,

Name of Defendant(s)/Tenant(s).
referred to as "Tenant."

Civil Action

Verified Complaint
Residential Landlord Tenant

☐ Non-payment of Rent
☐ Other (Required Notices Attached)

Address of Rental Premises: _____.

Tenant's Phone Number:_____

Tenant's Email: _____.

1. The owner of record is (name of owner) _____.
2. Plaintiff is the ☐ owner ☐ owner's agent ☐ owner's assignee ☐ owner's grantee ☐ sublessor.
3. The owner is: an ☐ individual(s); ☐ sole proprietorship; ☐ general partnership ☐ a professional corporation; ☐ limited liability company; or ☐ other.
4. The landlord ☐ did ☐ did not acquire ownership of the property from the tenant(s).
5. The landlord ☐ has ☐ has not given the tenant(s) an option to purchase the property.
6. The property ☐ is ☐ is not owner-occupied with two or less rental units.

7. The rental property ☐ is ☐ is not registered as required by the Landlord Identity Law, N.J.S.A. 46:8-28.

8. The tenant ☐ was ☐ was not given a copy of the registration.

9. The property ☐ is ☐ is not exempt from registration requirement. If exempt, state specific exemption: _____

10. The tenant ☐ is ☐ is not currently in possession of the rental unit without the consent of the landlord.

11. There is an ☐ oral lease or a ☐ written lease. If there is a written lease:
    a. It ☐ has ☐ has not been attached.
    b. The written lease ☐ does ☐ does not exceed ten pages. The relevant portions of the lease must be attached, and must include:
        ☐ any provisions specifying fees and charges as "additional rent"
        ☐ any provisions outlining landlord's notice obligations under any rental assistance program.
        ☐ any provisions outlining grounds for eviction under any rental assistance program.

12. ☐ Check here if the tenancy is subsidized pursuant to either a federal or state program or the rental unit is public housing. Specify type of subsidy: _____

13. Required notices ☐ have been ☐ have not been served on tenant and/or Housing Authority and ☐ are ☐ are not attached to the complaint.

Non-Payment of Rent

14. The base rent for the rental unit is $_____, payable on the _____ day of each ☐ month or ☐ week.

15. There is due, unpaid and owing from **tenant** base rent as follows:

Note: This does not include rent owed by DCA or other provider.

$_____ base rent for _____ (specify the week or month)
$_____ base rent for _____ (specify the week or month)
$_____ base rent for _____ (specify the week or month)
$_____ base rent for _____ (specify the week or month)
$_____ base rent for _____ (specify the week or month)
$_____ base rent for _____ (specify the week or month)
$_____ base rent for _____ (specify the week or month)
$_____ base rent for _____ (specify the week or month)
$_____ base rent for _____ (specify the week or month)
$_____ base rent for _____ (specify the week or month)
$_____ base rent for _____ (specify the week or month)
$_____ base rent for _____ (specify the week or month)

Total Base Rent Due from Tenant $_____

16. The rental unit is located in the municipality of _____ The rental unit ☐ is ☐ is not subject to a rent control or rent leveling ordinance.

17. Late fees, attorneys' fees, or other charges ☐ are ☐ are not specified in the written lease as "additional rent."

18. ☐ There is due from tenant "additional rent."

Note: Only late fees, attorneys' fees and other charges that are specified as "additional rent" in the written lease, *and* are permitted by applicable federal, state, and local laws may be included below.

$ _____ late charges for _____ (specify the week or month)
$ _____ late charges for _____ (specify the week or month)
$ _____ late charges for _____ (specify the week or month)
$ _____ late charges for _____ (specify the week or month)
$ _____ late charges for _____ (specify the week or month)
$ _____ late charges for _____ (specify the week or month)
$ _____ late charges for _____ (specify the week or month)
$ _____ late charges for _____ (specify the week or month)
$ _____ late charges for _____ (specify the week or month)
$ _____ late charges for _____ (specify the week or month)
$ _____ late charges for _____ (specify the week or month)
$ _____ late charges for _____ (specify the week or month)
$ _____ Other _____ (specify charge and month)
$ _____ Other _____ (specify charge and month)
$ _____ Other _____ (specify charge and month)
$ _____ Other _____ (specify charge and month)
$ _____ Other _____ (specify charge and month)
$ _____ Other _____ (specify charge and month)
$ _____ Other _____ (specify charge and month)
$ _____ Other _____ (specify charge and month)
$ _____ Other _____ (specify charge and month)
$ _____ Other _____ (specify charge and month)
$ _____ Other _____ (specify charge and month)
$ _____ Other _____ (specify charge and month)
$ _____ Other _____ (specify charge and month)

$ _____ Total Permissible Additional Rent Due.

19. The filing fees paid by the plaintiff for this case are $ _____

20. **Total Amount Due $** _____
(Base Rent, Permissible Additional Rent and Filing Fees)

21. There ☐ is ☐ is not a written rent ledger for this tenant.

22. If there is a written rent ledger, it ☐ is ☐ is not attached to the complaint.

23. **The date that the next rent is due is** (date) _____.

a. If this case is scheduled for trial before that date, the total amount you must pay to have this complaint dismissed is (Total from line 20) $ 0.00.

b. If this case is scheduled for trial on or after that date, the total amount you must pay to have this complaint dismissed is (Total from line 23(a) plus the amount of the next rent due) $ _____.

These amounts do not include late fees or attorney fees for Section 8 and public housing tenants. Payment may be made to the landlord or the clerk of the court at any time before the trial date, but on the trial date payment must be made by 4:30 p.m. to get the case dismissed.

Reasons Other Than Non-Payment for Rent (Holdover)

24. Plaintiff seeks eviction for the following reason:

_____(Select from the list of Holdover Causes of Action on the back of the Landlord Case Information Statement).

Explanation: (Attached additional sheets if necessary.)

_____

_____

_____

Wherefore, plaintiff demands judgment for possession against the tenant.

Dated: _____

S/ _____
(Signature of Filing Attorney or Plaintiff Pro Se)

_____
(Name of Attorney or Plaintiff Pro Se)

Appendix XI-X Verified Complaint – Residential Landlord Tenant

Landlord Verification

1. I certify that I am the ☐ landlord, ☐ general partner of the partnership, or ☐ authorized officer of a corporation or limited liability company that owns the premises in which tenant(s) reside(s).

2. I have read the verified complaint and the information contained in it is true and based on my personal knowledge.

3. The matter in controversy is not the subject of any other court action or arbitration proceeding now pending or contemplated and no other parties should be joined in this action except (list exceptions or indicate none):

   _____.

4. I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b).

5. The foregoing statements made by me are true and I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

At the trial plaintiff will require:

An interpreter ☐ Yes ☐ No

Indicate language _____

An accommodation for a disability ☐ Yes ☐ No

Required accommodation _____

Dated: _____

S/ _____
(Signature of Landlord, Partner or Officer)

_____
(Printed Name of Landlord, Partner or Officer)

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Name: _____
Attorney ID Number: _____
Address: _____
_____
Telephone Number: _____ ext. _____
Email Address: _____

_____
Plaintiff/ Landlord

v.

_____
Defendant/ Tenant(s)

Superior Court of New Jersey
Law Division, Special Civil Part
Landlord-Tenant
_____ County
Docket Number: LT- _____

Certification of Lease and Registration Statement

☐ Residential ☐ Commercial

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

1. I am: ☐ the plaintiff/landlord ☐ an attorney at law duly licensed to practice in the state of New Jersey in the above-captioned landlord tenant action.

2. The lease that is the subject of this action is: ☐ attached in full ☐ attached in pertinent part and the full lease document is in excess of 10 pages ☐ not the subject of a written agreement.

3. ☐ I have attached a copy of any registration statement for the residential rental property required by the Landlord Registration Act N.J.S.A. 46:8-27.
   ☐ The property is exempt from registration pursuant to N.J.S.A. 46:8-28.5(b).

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

_____
Dated

s/_____
(Signature of Attorney/Self-Represented Landlord)

_____
(Printed Name of Attorney/Self-Represented Landlord)

NOTICE: This is a public document, which means the document as submitted will be available to the public upon request. Therefore, do not enter personal identifiers on it, such as Social Security number, driver's license number, vehicle plate number, insurance policy number, active financial account number, or active credit card number.

YOU MUST COMPLETE THIS PART: Filing Attorney Information or Landlord:

Name _____

NJ Attorney ID Number _____

Address _____

_____

Telephone Number _____

Superior Court of New Jersey
Law Division, Special Civil Part
_____ County
Landlord-Tenant Division
Docket Number: LT _____

_____,
Plaintiff,

v.

_____,
Defendant.

Civil Action

Certification by Landlord

The landlord should complete Part A or Part B or both (if both apply). Cross out any paragraphs in those parts that do not apply in this case. Part C applies to all cases and must be completed.

A. When the Eviction is Based on Unpaid Rent

1. The tenant has failed to pay rent now due and owing in the amount of $_____. That amount consists of basic rent of $_____, late charges of $_____, legal fees *relating to this action for eviction* of $_____, filing fees and costs of $_____, and other (specify) _____.
2. All of the items listed above are included in the lease agreement as rent.
3. All of those items are permitted by applicable federal, state and local laws (including rent control or rent leveling, if applicable) to be charged as rent for purposes of this action.

B. When the Eviction is Based on Other Grounds

Eviction is sought because:

_____

_____

C. In All Cases

1. I have attached a copy of all notices that have been served on the tenant.
2. These notices were served on the tenant (select all that apply)
   ☐ by ordinary mail, ☐ by certified mail, ☐ personally, on _____.
3. All of the facts stated in the notices are true.
4. If I proceeded without an attorney, I certify that I own the property in my own name or in the name of a general partnership of which I am a partner.
5. I have complied with the registration requirements of *N.J.S.A.* 46:8-27 *et seq.*
6. The tenant did not transfer ownership to me and I have not given the tenant an option to buy the property.
7. The tenant is not in the military service of the United States nor any of its allies, nor is the premises used for dwelling purposes of the spouse, a child or other dependent of a person in the military service of the United States.

I, the landlord, certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Date: _____

_____
Landlord Signature

_____
Print Name

NOTICE: This is a public document, which means the document as submitted will be available to the public upon request. Therefore, do not enter personal identifiers on it, such as Social Security number, driver's license number, vehicle plate number, insurance policy number, active financial account number, or active credit card number.

Filing Attorney Information or Pro Se Litigant:

Name _____

NJ Attorney ID Number _____

Address _____

_____

Telephone Number _____

Superior Court of New Jersey
Law Division, Special Civil Part
_____ County
Docket Number: LT _____
Landlord-Tenant Division

_____,
Plaintiff,

v.

_____,
Defendant.

Certification by Landlord's Attorney

1. I am the attorney for the landlord in this matter and make this certification pursuant to *Rule* 6:6-3(b) or *Rule* 6:6-4.

2. The landlord has asserted that the tenant has failed to pay rent now due and owing in this matter.

3. I have reviewed the applicable federal, state, and local law and the written lease between the parties, and in my opinion the charges and fees sought, other than the base rent, are permitted to be included in the rent for purposes of this action.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Date: _____

_____
Signature

_____
Print Name

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NOTICE: This is a public document, which means the document as submitted will be available to the public upon request. Therefore, do not enter personal identifiers on it, such as Social Security number, driver's license number, vehicle plate number, insurance policy number, active financial account number, active credit card number, or military status.

Plaintiff or Filing Attorney Information:

Name _____

NJ Attorney ID Number _____

Address _____

_____

Email _____

Telephone Number _____

_____

_____

Plaintiff(s)

versus

_____

_____

Defendant (s)

Superior Court of New Jersey
Law Division, Special Civil Part
_____ **County**

_____

_____

_____

ext. _____

Docket Number: LT - _____
(to be provided by the court)

Civil Action
SUMMONS
LANDLORD TENANT

Defendant Information:

Name: _____

Address: _____

_____

Email _____

Phone: _____

____ Nonpayment
____ Other (Holdover/For Cause)
____ Commercial
____ Residential

NOTICE TO TENANT: The purpose of the attached complaint is to permanently remove you and your belongings from the premises. If you want the court to hear your side of the case, you must appear in court on this date and time:

_____ at _____ ☐ a.m. / ☐ p.m., or the court may rule against you. REPORT TO:

_____

You may contact the Office of the Special Civil Part at _____ ext. _____ regarding your case. Please go to njcourts.gov for general information on landlord tenant actions.

If you cannot afford to pay for a lawyer, free legal advice may be available by contacting Legal Services at _____. If you can afford to pay a lawyer but do not know one, you may call the Lawyer Referral Services of your local county Bar Association at _____.

You may be eligible for housing assistance. To determine your eligibility, you must immediately contact the welfare agency in your county at _____, telephone number _____.

If you need an interpreter or an accommodation for a disability, you must notify the court immediately.

AVISO AL INQUILINO: El propósito de la denuncia adjunta es para desalojarlo/a a usted y sacar sus pertenencias del lugar. Si desea que el tribunal escuche su versión de la causa, debe de comparecer en el tribunal en este día y a esta hora:

_____ a las _____☐ a.m. / ☐ p.m., o el tribunal puede fallar en su contra.

REPÓRTESE A:

_____

Se puede comunicar con la Oficina de la Parte Civil Especial al _____ ext._____con respecto a su causa. Para obtener información en general acerca de demandas entre propietarios e inquilinos, vaya a njcourts.gov.

Si usted no tiene dinero para pagar a un abogado, es posible que pueda recibir consejos legales gratuitos si se comunica con Servicios Legales al _____. Si tiene dinero para pagar a un abogado pero no conoce ninguno, puede llamar a Servicios de Recomendación de Abogados del Colegio de Abogados de su Condado al _____.

Es posible que usted cumpla los requisitos para asistencia de vivienda. Para comprobar si es así, comuníquese inmediatamente con la oficina de asistencia pública de su Condado en _____ al número de teléfono _____

Si necesita un intérprete o arreglo especial para un impedimento físico, debe notificárselo inmediatamente al tribunal.

Date: _____ _____

Clerk of the Superior Court

COURT OFFICER'S RETURN OF SERVICE (FOR COURT USE ONLY)

Docket Number: _____ Date: _____ Time: _____
WM ___ WF ___ BM ___ BF__ OTHER _____ HT ____ WT _____ AGE ___ MUSTACHE ___
BEARD ___ GLASSES___
NAME: _____ RELATIONSHIP: _____

Efforts Made to Personally Serve

_____

_____

Description of Premises if Posted

_____

_____

I hereby certify the above to be true and accurate: _____
Special Civil Part Officer

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NOT TO BE PUBLISHED WITHOUT
THE APPROVAL OF THE COMMITTEE ON OPINIONS

SUPERIOR COURT OF NEW JERSEY
MERCER COUNTY
LAW DIVISION, SPECIAL CIVIL PART
DOCKET NO. LT-5312-24

WOOD STREET HOUSING PARTNERSHIP, LLP
Plaintiff,

v.

JASMINE SAUNDERS
Defendant,

Decided: March 28, 2025

Anthony W. Vaughn, Jr., for plaintiff (Law Office of Anthony W. Vaughn, Jr. LLC, attorney).

Tabitha Y. Clark, for defendant (Central Jersey Legal Services, Inc, attorneys)

ANKLOWITZ, J.S.C.

Tenant filed an application for post judgment relief on February 12, 2025, requesting that the judgment be vacated and case dismissed for lack of jurisdiction. The complaint filed on October 22, 2024 alleged nonpayment of rent. *N.J.S.A.* 2A:18-61.1(a). Judgment for possession based on default of the was issued on February 4, 2025 and showed rent unpaid of $11358.

For the following reasons, plaintiff's complaint is dismissed for failure to provide required notices under the Violence Against Women Act (VAWA). 34 U.S.C. § 12491.

Defendant argued that the court had no jurisdiction because there was no notice as required by VAWA. No domestic violence was alleged. The argument made by the Defendant was sheerly the lack of notice.

Plaintiff opposed defendant's application for three reasons. First, plaintiff argued that the VAWA provision in the complaint met the notice requirement. Second, plaintiff said that tenant was being sued for eviction for nonpayment and so domestic violence is not a defense. Third, plaintiff argued that defendant is not a victim of domestic violence and is, therefore, not entitled to protections under VAWA.

Administrative Directive 15-23 requires the 10 most relevant pages of the lease to be attached to the complaint. In this case, the 22 page lease was filed with the complaint and clearly said that this is a tax credit unit. Such language is consistent with being a Low Income Housing Tax Credit (LIHTC) tenancy administered by the Internal Revenue Service. 26 U.S.C. § 42. The LIHTC status was agreed upon by both parties.

VAWA requires that a form notice be developed by the Secretary of Housing and Urban Development. 34 U.S.C. § 12491(d)(1)(HUD-5380 "Notice of

Occupancy Rights under the Violence Against Women Act"). The latest version of that notice is available on the United States Department of Housing and Urban Development (HUD) website at the time of this writing as form HUD-5380.

A VAWA notice must be given to the tenant at the time a lease is entered. 34 U.S.C. § 12491(d)(2)(B); 24 C.F.R. § 5.2005(a)(2)(ii). A VAWA notice must also be given "with any notification of eviction." 34 U.S.C. § 12491(d)(2)(C); 24 C.F.R. § 5.2005(a)(2)(iii).

"[A] landlord cannot be awarded possession where a valid notice of termination has not been served." *Rahman v. Lewis*, 217 N.Y.S.3d 830, 836 (N.Y. Civ. Ct. 2024). *Rahman* followed precedent from California and Connecticut holding that failure to provide VAWA notices required dismissal. "The failure to serve a VAWA notice [on a] Section 8 recipient is a fatal defect." *Ibid.*; *compare e.g. Raleigh Hous. Auth. v. Winston*, 855 S.E.2d 209, 214 (N.C. 2021)(lack of clear notice of VAWA rights resulted in dismissal of the case).

Bifurcation would allow a co-tenant that perpetrates domestic violence to be evicted and the victim co-tenant to remain. *A.S. v. Been*, 228 F. Supp. 3d 315, 318 (S.D.N.Y. 2017). To assert "a VAWA defense...there must be a causal connection between incidents of domestic violence and a tenant's failure to comply with the terms of the lease or the agreement for judgment." *Boston Hous. Auth. v. Y.A.*, 121 N.E.3d 1237, 1244 (Mass. 2019).

The lease attached to the complaint had a one page VAWA lease addendum indicating it was form HUD-91067. Form HUD-5380 is currently five pages.

Nothing in the lease or form HUD-91067 lease addendum, in this case advised tenant that bifurcation was an option. The current HUD-5380 includes that information. The VAWA rights contained in the lease was also deficient for not providing information about available resources and explaining defendant's right to ask for a different unit, and relevant procedures if the income, or rental assistance coming from a co-tenant perpetrator of domestic violence had been necessary to maintain the unit. The notice provided was so deficient that the court is constrained to find that no VAWA notice was given at the time of filing the complaint.

Congress provided a limit to VAWA defenses. 34 U.S.C. § 12491(b)(3)(C)(ii); s*ee e.g.* 24 C.F.R. § 5.2005(d)(2). Being or not being a victim of domestic violence does not statutorily relieve the tenant from paying rent required under the lease. "[E]ven if a tenant has established that he or she is a victim under the VAWA, a public housing authority may terminate assistance on other independent grounds." *Johnson v. Palumbo*, 60 N.Y.S.3d 472, 478 (App. Div. 2017). As such, it is not the plaintiff's cause of action but rather the lack of a sufficient VAWA notice that is a violation.

The purpose of VAWA notices is to provide certain protections to victims of domestic violence. 34 U.S.C. § 12491(b); 24 C.F.R. § 5.2005(b). Congress decided that victims must know their rights under VAWA even if the cause for eviction is not based on domestic violence. To abide by what Congress decided, the notice must be given so that the recipient will have the timely opportunity to exercise their rights. *McIntire v. Hous. Auth. of Snohomish Cnty*., 731 F. Supp. 3d 1212, 1228 (W.D. Wash. 2024)("Without knowledge of their rights…a victim would be unable to exercise VAWA's protections."). Failure to give notice and then hoping that an occupant was not a victim of domestic violence risks putting victims in danger.

The court does not accept plaintiff's argument that the fact that defendant is not a victim of domestic violence relieves plaintiff from responsibility to give the VAWA notice. This is a VAWA covered tenancy, therefore, the VAWA notice is required.

There is nothing in the statute that says that notice need only be given if the cause of action is based on domestic violence. Again, this is a VAWA covered tenancy and, so, the notice is required. The fact that the nonpayment cause of action is completely disconnected from any domestic violence does not relieve plaintiff from the VAWA notice requirement.

Except nonpayment of rent cases, the statutory causes of action for eviction require either a notice to quit or a pre-filing notice. *N.J.S.A.* 2A:18-61.1(anti-eviction act causes of action); *N.J.S.A.* 2A:18-61.2(anti-eviction act notice to quit); *N.J.S.A.* 2A:18-53(a) and (c)(non-anti-eviction act pre-filing notice). At a minimum, the rule requires those be attached to the complaint. *R*. 6:3-4(d)(any notice to cease pursuant to *N.J.S.A.* 2A:18-61.1 must also be attached).

A notice to quit must include the VAWA notice because that is the notice of eviction referenced in VAWA. *Rahman* at 835("the court dismissed a proceeding where the 90-day notice of termination failed to include VAWA notice and certification form"); *DHI Cherry Glen Associates, L.P. v. Gutierrez*, 259 Cal. Rptr. 3d 410, 416 (Cal. App. Dep't. Super. Ct. 2019)("As a notice of eviction, the 10-day notice to pay rent or quit served by a covered housing provider must include the VAWA notices.").

The Special Civil Part favors resolving cases on the trial date. *R*. 6:5-2(d)(multiple appearances "shall be avoided"). Since landlord-tenant trial events include a settlement opportunity pursuant to Administrative Directive 15-23, the court finds that the trial event must be supported as a meaningful event. To comply with either the rule or the directive, notices required by VAWA must be attached to the complaint.

Nonpayment cases in New Jersey do not require a notice to quit or pre-filing notice. *N.J.S.A.* 2A:18-61.1(a)(no notice to quit indicated for nonpayment); *N.J.S.A.* 2A:18-53(b)(no pre-filing notice for nonpayment). Attaching VAWA notice to the complaint is sufficient in a nonpayment case to comply with VAWA's mandate to give notice "with any notification of eviction." 34 U.S.C. § 12491(d)(2)(C); 24 C.F.R. § 5.2005(a)(2)(iii).

Here, the complaint included the lease, but no VAWA notice. That requires dismissal because no lesser remedy would be proportionate Congress' intent to avoid risking the dangers of domestic violence. *Hous. Auth. of City of Newark v. Caldwell*, 247 N.J. Super. 595, 598 (Law Div. 1991)(deficient notice to quit requires dismissal). "[T]he Housing Authority's noncompliance with controlling federal requirements governing termination of the tenancy deprived the trial court of jurisdiction… ." *Hous. Auth. of City of Newark v. Raindrop*, 287 N.J. Super. 222, 224-25 (App. Div. 1996); *see also Winns v. Rosado*, 440 NJ Super 98, 104 (Law Div. 2014)(failure to give notice in Section 8 tenancy required dismissal). The North Carolina "Supreme Court has held a landlord's non-compliance with regulations regarding the notice of termination in an eviction action in housing covered by a federally subsidized housing program merits" judgment against the landlord. *L.I.C. Associates I, Ltd. P'ship v. Brown*, 904 S.E.2d 822, 828 (N.C. Ct. App. 2024).

The court considered whether landlord could serve the notice at the time of filing of the complaint, not attach it to the complaint, and still be in compliance with VAWA. While that would comply with VAWA, it would not comply with making the trial date a meaningful event. *R*. 6:5-2(d); Administrative Directive 15-23. The fact that there is no discovery in landlord tenant, *R*. 6:4-3(a), serves to emphasize the need to attach notices. *R*. 6:3-4(d). Dismissal on the basis of a deficiency in the complaint is ordinarily without prejudice. *Hoffman v. Hampshire Labs, Inc.,* 405 N.J. Super. 105, 116 (App. Div. 2010)(dismissal without prejudice for failure to state a claim).

Plaintiff can file a new complaint for the nonpayment cause of action, if it is still appropriate to do so, in accordance with the proper notice requirements.

The case is dismissed.

SEC. 4024(C) CARES ACT

30-DAY NOTICE TO VACATE

You are in default of your lease obligation because of your failure to pay rent.

It is our intention to secure a judgment of possession against you in court based on this default. That same federal law requires that before we "require" you to vacate, we must serve this Notice To Vacate upon you.

You are hereby given notice to vacate the premises because of your failure to pay your rental obligation. You need not vacate until at least 30 days from your receipt of this Notice. As indicated, we are now proceeding with the accompanying summary dispossess lawsuit wherein the Landlord seeks a Judgment For Possession of the rented premises. If a judgment is entered and you do not vacate and surrender possession of the premises back to the Landlord, a Warrant For Removal will be issued by the court and executed by a Court Officer to facilitate removing everyone from the premises. Should a Warrant For Removal be issued, other notices required by New Jersey statutes are required to be served upon you in connection with its execution. Those notices will specify the date on which you must vacate the premises-which again, cannot be before the 30th day after you receive this notice.

New Jersey state law also affords you additional rights to avoid an eviction. Those rights are detailed further in the notification that you will receive from the court as well as in the summons and complaint you will be served with as part of this process.

CARES ACT NOTICE TO VACATE

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NOTICE OF OCCUPANCY RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT
HUD-5380: Housing Rights for Victims

U.S. Department of Housing and Urban Development
OMB Approval No. 2577-0286
Expires 1/31/2028

Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking

When should I receive this form? A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you are admitted as a tenant, when you receive an eviction or termination notice and prior to termination of tenancy, or when you are denied as an applicant. A covered housing provider may provide these forms at additional times.

What is the Violence Against Women Act ("VAWA")? This notice describes protections that may apply to you as an applicant or a tenant under a housing program covered by a federal law called the Violence Against Women Act ("VAWA"). VAWA provides housing protections for victims of domestic violence, dating violence, sexual assault or stalking. VAWA protections must be in leases and other program documents, as applicable. VAWA protections may be raised at any time. You do not need to know the type or name of the program you are participating in or applying to in order to seek VAWA protections.

What if I require this information in a language other than English? To read this information in Spanish or another language, please contact [redacted] FOR HOPWA PROVIDERS – or go to . You can read translated VAWA forms at https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4. If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

What do the words in this notice mean?

- *VAWA violence/abuse* means one or more incidents of domestic violence, dating violence, sexual assault, or stalking.
- *Victim* means any victim of *VAWA violence/abuse*, regardless of actual or perceived sexual orientation, gender identity, sex, or marital status.
- *Affiliated person* means the tenant's spouse, parent, sibling, or child; or any individual, tenant, or lawful occupant living in the tenant's household; or anyone for whom the tenant acts as parent/guardian.
- *Covered housing program*[1] includes the following HUD programs:
  - Public Housing
  - Tenant-based vouchers (TBV, also known as Housing Choice Vouchers or HCV) and Project-based Vouchers (PBV) Section 8 programs
  - Section 8 Project-Based Rental Assistance (PBRA)
  - Section 8 Moderate Rehabilitation Single Room Occupancy
  - Section 202 Supportive Housing for the Elderly
  - Section 811 Supportive Housing for Persons with Disabilities
  - Section 221(d)(3)/(d)(5) Multifamily Rental Housing
  - Section 236 Multifamily Rental Housing
  - Housing Opportunities for Persons With AIDS (HOPWA) program
  - HOME Investment Partnerships (HOME) program
  - The Housing Trust Fund
  - Emergency Solutions Grants (ESG) program
  - Continuum of Care program
  - Rural Housing Stability Assistance program
- *Covered housing provider* means the individual or entity under a covered housing program that is responsible for providing or overseeing the VAWA protection in a specific situation. The covered housing provider may be a public housing agency, project sponsor, housing owner, mortgagor, housing manager, State or local government, public agency, or a nonprofit or for-profit organization as the lessor.

[1] For information about non-HUD covered housing programs under VAWA, see Interagency Statement on the Violence Against Women Act's Housing Provisions at https://www.hud.gov/sites/dfiles/PA/documents/InteragencyVAWAHousingStmnt092024.pdf.

What if I am an applicant under a program covered by VAWA? You can't be denied housing, housing assistance, or homeless assistance covered by VAWA just because you (or a household member) are or were a victim or just because of problems you (or a household member) had as a direct result of being or having been a victim. For example, if you have a poor rental or credit history or a criminal record, and that history or record is the direct result of you being a victim of VAWA abuse/violence, that history or record cannot be used as a reason to deny you housing or homeless assistance covered by VAWA.

What if I am a tenant under a program covered by VAWA? You cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because you (or a household member) are or were a victim of VAWA violence/abuse. You also cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because of problems that you (or a household member) have as a direct result of being or having been a victim. For example, if you are a victim of VAWA abuse/violence that directly results in repeated noise complaints and damage to the property, neither the noise complaints nor property damage can be used as a reason for evicting you from housing covered by VAWA. You also cannot be evicted or removed from housing, housing assistance, or homeless assistance covered by VAWA because of someone else's criminal actions that are directly related to VAWA abuse/violence against you, a household member, or another affiliated person.

How can tenants request an emergency transfer? Victims of VAWA violence/abuse have the right to request an emergency transfer from their current unit to another unit for safety reasons related to the VAWA violence/abuse. An emergency transfer cannot be guaranteed, but you can request an emergency transfer when:

1. You (or a household member) are a victim of VAWA violence/abuse;
2. You expressly request the emergency transfer; **AND**
3. **EITHER**
    a. you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) stay in the same dwelling unit; **OR**
    b. if you (or a household member) are a victim of sexual assault, either you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) were to stay in the unit, or the sexual assault occurred on the premises and you request an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

You can request an emergency transfer even if you are not lease compliant, for example if you owe rent. If you request an emergency transfer, your request, the information you provided to make the request, and your new unit's location must be kept strictly confidential by the covered housing provider. The covered housing provider is required to maintain a VAWA emergency transfer plan and make it available to you upon request.
To request an emergency transfer or to read the covered housing provider's VAWA emergency transfer plan,

contact your Asset Manager or refer to Exhibit 16-3 of the Admissions and Continued Occupancy Policy at www.newarkha.org.

The VAWA emergency transfer plan includes information about what the covered housing provider does to make sure your address and other relevant information are not disclosed to your perpetrator.

Can the perpetrator be evicted or removed from my lease? Depending on your specific situation, your covered housing provider may be able to divide the lease to evict just the perpetrator. This is called "lease bifurcation."

What happens if the lease bifurcation ends up removing the perpetrator who was the only tenant who qualified for the housing or assistance? In this situation, the covered housing provider must provide you and other remaining household members an opportunity to establish eligibility or to find other housing. If you cannot or don't want to establish eligibility, then the covered housing provider must give you a reasonable time to move or establish eligibility for another covered housing program. This amount of time varies, depending on the covered housing program involved. The table below shows the reasonable time provided under each covered housing programs with HUD. Timeframes for covered housing programs operated by other agencies are determined by those agencies.

Covered Housing Program(s)	Reasonable Time for Remaining Household Members to Continue to Receive Assistance, Establish Eligibility, or Move.
HOME and Housing Trust Fund, Continuum of Care Program (except for permanent supportive housing), ESG program, Section 221(d)(3) Program, Section 221(d)(5) Program, Rural Housing Stability Assistance Program	Because these programs do not provide housing or assistance based on just one person's status or characteristics, the remaining tenant(s), or family member(s) in the CoC program, can keep receiving assistance or living in the assisted housing as applicable.
Permanent supportive housing funded by the Continuum of Care Program	The remaining household member(s) can receive rental assistance until expiration of the lease that is in effect when the qualifying member is evicted.
Housing Choice Voucher, Project-based Voucher, and Public Housing programs (for Special Purpose Vouchers (e.g., HUD-VASH, FUP, FYI, etc.), see also program specific guidance)	If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing. For HUD-VASH, if the veteran is removed, the remaining family member(s) can keep receiving assistance or living in the assisted housing as applicable. If the veteran was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days to establish program eligibility or find alternative housing.
Section 202/811 PRAC and SPRAC	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or until the lease expires, whichever is first, to establish program eligibility or find alternative housing.
Section 202/8	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or when the lease expires, whichever is first, to establish program eligibility or find alternative housing. If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.
Section 236 (including RAP); Project-based Section 8 and Mod Rehab/SRO	The remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.
HOPWA	The remaining household member(s) must be given no less than 90 calendar days, and not more than one year, from the date of the lease bifurcation to establish program eligibility or find alternative housing. The date is set by the HOPWA Grantee or Project Sponsor.

Are there any reasons that I can be evicted or lose assistance? VAWA does not prevent you from being evicted or losing assistance for a lease violation, program violation, or violation of other requirements that are not due to the VAWA violence/abuse committed against you or an affiliated person. However, a covered housing provider cannot be stricter with you than with other tenants, just because you or an affiliated person experienced VAWA abuse/violence. VAWA also will not prevent eviction, termination, or removal if other tenants or housing staff are shown to be in immediate, physical danger that could lead to serious bodily harm or death if you are not evicted or removed from assistance. **But only if no other action can be taken to reduce or eliminate the threat** should a covered housing provider evict you or end your assistance, if the VAWA abuse/violence happens to you or an affiliated person. A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you receive an eviction or termination notice and prior to termination of tenancy.

What do I need to document that I am a victim of VAWA abuse/violence? If you ask for VAWA protection, the covered housing provider may request documentation showing that you (or a household member) are a victim. BUT the covered housing provider must make this request in writing and must give you at least 14 business days (weekends and holidays do not count) to respond, and you are free to choose any one of the following:

1. A self-certification form (for example, Form-HUD 5382), which the covered housing provider must give you along with this notice. Either you can fill out the form or someone else can complete it for you;
2. A statement from a victim/survivor service provider, attorney, mental health professional or medical professional who has helped you address incidents of VAWA violence/abuse. The professional must state "under penalty of perjury" that he/she/they believes that the incidents of VAWA violence/abuse are real and covered by VAWA. Both you and the professional must sign the statement;
3. A police, administrative, or court record (such as a protective order) that shows you (or a household member) were a victim of VAWA violence/abuse; **OR**
4. If allowed by your covered housing provider, any other statement or evidence provided by you.

It is your choice which documentation to provide and the covered housing provider must accept any one of the above as documentation. The covered housing provider is prohibited from seeking additional documentation of victim status or requiring more than one of these types of documentation, unless the covered housing provider receives conflicting information about the VAWA violence/abuse.

If you do not provide one of these types of documentation by the deadline, the covered housing provider does not have to provide the VAWA protections you requested. If the documentation received by the covered housing provider contains conflicting information about the VAWA violence/abuse, the covered housing provider may require you to provide additional documentation from the list above, but the covered housing provider must give you another 30 calendar days to do so.

Will my information be kept confidential? If you share information with a covered housing provider about why you need VAWA protections, the covered housing provider must keep the information you share strictly confidential. This information should be securely and separately kept from your other tenant files. No one who works for your covered housing provider will have access to this information, unless there is a reason that specifically calls for them to access this information, your covered housing provider explicitly authorizes their access for that reason, and that authorization is consistent with applicable law.

Your information **will not be disclosed** to anyone else or put in a database shared with anyone else, except in the following situations:

1. If you give the covered housing provider written permission to share the information for a limited time;
2. If the covered housing provider needs to use that information in an eviction proceeding or hearing; or
3. If other applicable law requires the covered housing provider to share the information.

NOTICE OF OCCUPANCY RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT
HUD-5380: Rights for Survivors

U.S. Department of Housing and Urban Development
OMB Approval No. 2577-0286
Expires 1/31/2028

How do other laws apply? VAWA does not limit the covered housing provider's duty to honor court orders about access to or control of the property, or civil protection orders issued to protect a victim of VAWA abuse/violence. Additionally, VAWA does not limit the covered housing provider's duty to comply with a court order with respect to the distribution or possession of property among household members during a family break up. The covered housing provider must follow all applicable fair housing and civil rights requirements.

Can I request a reasonable accommodation? If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. To request a reasonable accommodation, please contact Cynthia Watson at (973) 273-6251 or via email at cwatson@newarkha.org. Your covered housing provider must also ensure effective communication with individuals with disabilities.

Have your protections under VAWA been denied? If you believe that the covered housing provider has violated these rights, you may seek help by contacting the HUD Newark Field Office at One Newark Center, 1085 Raymond Boulevard, 13th Floor, Newark, NJ 07102-5260. You can also find additional information on filing VAWA complaints at https://www.hud.gov/VAWA and https://www.hud.gov/program_offices/fair_housing_equal_opp/VAWA. To file a VAWA complaint, visit https://www.hud.gov/fairhousing/fileacomplaint.

Need further help?

- For additional information on VAWA and to find help in your area, visit https://www.hud.gov/vawa.
- To talk with a housing advocate, contact Essex-Newark Legal Services at (973) 624-4500.

Public reporting burden for this collection of information is estimated to range from 45 to 90 minutes per each covered housing provider's response, depending on the program. This includes time to print and distribute the form. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, D.C. 20410. This notice is required for covered housing programs under section 41411 of VAWA and 24 CFR 5.2003. Covered housing providers must give this notice to applicants and tenants to inform them of the VAWA protections as specified in section 41411(d)(2). This is a model notice, and no information is being collected. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

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NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
people. places. progress.

New Jersey Department of Community Affairs
Division of Codes and Standards
Landlord-Tenant Information Service



SECURITY DEPOSIT LAW
N.J.S.A. 46:8-19 THROUGH 26

Updated May 2010

46:8-19. Security deposits; investment, deposit, disposition

Whenever money or other form of security shall be deposited or advanced on a contract, lease or license agreement for the use or rental of real property as security for performance of the contract, lease or agreement or to be applied to payments upon such contract, lease or agreement when due, such money or other form of security, until repaid or so applied including the tenant's portion of the interest or earnings accumulated thereon as hereinafter provided, shall continue to be the property of the person making such deposit or advance and shall be held in trust by the person with whom such deposit or advance shall be made for the use in accordance with the terms of the contract, lease or agreement and shall not be mingled with the personal property or become an asset of the person receiving the same.

The person receiving money so deposited or advanced shall:

a. (1) Invest that money in shares of an insured money market fund established by an investment company based in this State and registered under the "Investment Company Act of 1940," *54 Stat. 789 (15 U.S.C. § 80a-1* et seq.) whose shares are registered under the "Securities Act of 1933," *48 Stat. 74 (15 U.S.C. § 77a.* et seq.) and the only investments of which fund are instruments maturing in one year or less, or (2) deposit that money in a State or federally chartered bank, savings bank or savings and loan association in this State insured by an agency of the federal government in an account bearing a variable rate of interest, which shall be established at least quarterly, which is similar to the average rate of interest on active interest-bearing money market transaction accounts paid by the bank or association, or equal to similar accounts of an investment company described in paragraph (1) of this subsection.

This subsection shall not apply to persons receiving money for less than 10 rental units except where required by the Commissioner of Banking and Insurance by rule or regulation. The commissioner shall apply the provisions of this subsection to some or all persons receiving money for less than 10 rental units where the commissioner finds that it is practicable to deposit or invest the money received with an investment company or State or federally chartered bank, savings bank or savings and loan association in accordance with this subsection. Except as expressly provided herein, nothing in this subsection shall affect or modify the rights or obligations of persons receiving money for rental premises or units, tenants, licensees or contractees under any other law.

b. Persons not required to invest or deposit money in accordance with subsection a. of this section shall deposit such money in a State or federally chartered bank, savings bank or savings and loan association in this State insured by an agency of the federal government in an account bearing interest at the rate currently paid by such institutions and associations on time or savings deposits.

c. The person investing the security deposit pursuant to subsection a. or b. of this section shall notify in writing each of the persons making such security deposit or advance, giving the name and address of the investment company, State or federally chartered bank, savings bank or savings and loan association in which the deposit or investment of security money is made, the type of account in which the security deposit is deposited or invested, the current rate of interest for that account, and the amount of such deposit or investment, in accordance with the following:

(1) within 30 days of the receipt of the security deposit from the tenant;

(2) within 30 days of moving the deposit from one depository institution or fund to another, except in the case of a merger of institutions or funds, then within 30 days of the date the person investing the security deposit receives notice of that merger, or from one account to another account, if the change in the account or institution occurs more than 60 days prior to the annual interest payment;

(3) within 30 days after the effective date of P.L. 2003, c. 188 (*C. 46:8-21.4*);

(4) at the time of each annual interest payment; and

(5) within 30 days after the transfer or conveyance of ownership or control of the property pursuant to section 2 of P.L. 1967, c. 265 (*C. 46:8-20*).

All of the money so deposited or advanced may be deposited or invested by the person receiving the same in one interest-bearing or dividend yielding account as long as he complies with all the other requirements of this act.

The interest or earnings paid thereon by the investment company, State or federally chartered bank, savings bank or savings and loan association, shall belong to the person making the deposit or advance and shall be paid to the tenant in cash, or be credited toward the payment of rent due on the renewal or anniversary of said tenant's lease or on January 31, if the tenant has been given written notice after the effective date of P.L. 2003, c. 188 and before the next anniversary of the tenant's lease, that subsequent interest payments will be made on January 31 of each year.

If the person receiving a security deposit fails to invest or deposit the security money in the manner required under this section or to provide the notice or pay the interest to the tenant as required under this subsection, the tenant may give written notice to that person that such security money plus an amount representing interest at the rate of seven percent per annum be applied on account of rent payment or payments due or to become due from the tenant, and thereafter the tenant shall be without obligation to make any further security deposit and the person receiving the money so deposited shall not be entitled to make further demand for a security deposit. However, in the case of a failure by the person receiving the security deposit to pay the annual interest or to provide the annual notice at the time of the annual interest payment, if the annual notice is not also serving as a notice of change of account or institution, before the tenant may apply the security deposit plus interest on account of the rent payment or payments due or to become due on the part of the tenant, the tenant shall first give that person a written notice of his failure and shall allow that person 30 days from the mailing date or hand delivery of this notice to comply with the annual interest payment or annual notice, or both.

d. The provisions of this section requiring that the security advanced be deposited or invested in a money market fund, or in an interest bearing account in a State or federally chartered bank, savings bank or savings and loan association shall not apply to any security advanced on a contract, lease or license agreement for the seasonal use or rental of real property. For purposes of this paragraph "seasonal use or rental" means use or rental for a term of not more than 125 consecutive days for residential purposes by a person having a permanent place of residence elsewhere. "Seasonal use or rental" does not mean use or rental of living quarters for seasonal, temporary or migrant farm workers in connection with any work or place where work is being performed. The landlord shall have the burden of proving that the use or rental of the residential property is seasonal.

HISTORY: L. 1967, c. 265, § 1; amended 1971, c. 223, § 1; 1973, c. 195; 1979, c. 28, § 1; 1985, c. 42, § 1; 1990, c. 100; 1997, c. 310; 2003, c. 188, § 1, eff. Jan. 1, 2004.

46:8-19.1. Rules, regulations

The Commissioner of Banking may, in his discretion, promulgate rules and regulations with respect to the establishment of the method of computing the interest due to either the person receiving the money as a security deposit or to the tenant pursuant to the provisions of P.L. 1967, c. 265 (*C. 46:8-19* et seq.) or P.L. 1971, c. 223 (*C. 46:8-21.1* et seq.) if the money is deposited in an account or in shares of an investment company upon which the interest varies on a periodic basis.

HISTORY: L. 1985, c.42, s. 5, eff. Aug. 1, 1985

46:8-20. Procedure on conveyance of property

Any person, whether the owner or lessee of the property leased, who or which has or hereafter shall have received from a tenant or licensee a sum of money as a deposit or advance of rental as security for the full performance by such tenant or licensee of the terms of his contract, lease or license agreement, or who or which has or shall have received the same from a former owner or lessee, shall, upon conveying such property or assigning his or its lease to another, or upon the conveyance of such property to another person by a court in an action to foreclose a mortgage thereon, at the time of the delivery of the deed or instrument of assignment, or within five days thereafter, or in the event of the insolvency or bankruptcy of the person receiving said deposit, within five days after the making and entry of an order of the court discharging the receiver or trustee, deal with the security deposit by turning over to his or its grantee or assignee, or to the purchaser at the foreclosure sale the sum so deposited, plus the tenant's portion of the interest or earnings accumulated thereon, and notify the tenant or licensee by registered or certified mail of such turning over and the name and address of such grantee, assignee or purchaser. Notwithstanding any other provision of law to the contrary, it shall be the duty and obligation of the grantee, assignee or purchaser to obtain from the grantor who is the owner or lessee at the time of the transfer, conveyance or purchase any and all security deposits, plus accrued interest on the deposits, that the owner or lessee received from a tenant, licensee or previous owner or lessee, and which deposits were invested, or should have been invested, in the manner required by section 1 of P.L. 1967, c. 265 (*C. 46:8-19*).

HISTORY: L.1967,c.265,s.2; amended 1971, c.223, s.2; 1979, c.28, s.2; 1985, c.42, s.2; 2003, c.188, s.2.

46:8-21. Liability on transfer

Any owner or lessee turning over to his or its grantee, assignee, or to a purchaser of the leased premises at a foreclosure sale the amount of such security deposit, plus the tenant's portion of the interest or earnings accumulated thereon, is hereby relieved of and from liability to the tenant or licensee for the repayment thereof. Whether or not the deposit plus accumulated interest are so transferred, the grantee, assignee or purchaser of the leased premises is nevertheless responsible for the proper investment of the security deposit, giving all notices and paying interest pursuant to section 1 of P.L. 1967, c. 265 (*C. 46:8-19*) and for the return of the security deposit, plus any accumulated earnings or interest thereon, to the tenant or licensee, in accordance with the terms of the contract, lease, or agreement unless he or it shall thereafter and before the expiration of the term of the tenant's lease or licensee's agreement, transfer such security deposit to another, pursuant to section 2 of P.L. 1967, c. 365 (*C. 46:8-20*) and give the requisite notice in connection therewith as provided thereby.

HISTORY: L. 1967, c. 265, § 3; amended 1971, c. 223, § 5; 1985, c. 42, § 3; 2003, c. 188, § 3, eff. Jan. 1, 2004.

46:8-21.1 Return of deposit; displaced tenant; termination of lease; civil penalties, certain.

Within 30 days after the termination of the tenant's lease or licensee's agreement, the owner or lessee shall return by personal delivery, registered or certified mail the sum so deposited plus the tenant's portion of the interest or earnings accumulated thereon, less any charges expended in accordance with the terms of a contract, lease, or agreement, to the tenant or licensee, or, in the case of a lease terminated pursuant to P.L.1971, c.318 (C.46:8-9.1), the executor or administrator of the estate of the tenant or licensee or the surviving spouse of the tenant or licensee so terminating the lease. The interest or earnings and any such deductions shall be itemized and the tenant, licensee, executor, administrator or surviving spouse notified thereof by personal delivery, registered or certified mail. Notwithstanding the provisions of this or any other section of law to the contrary, no deductions shall be made from a security deposit of a tenant who remains in possession of the rental premises.

Within five business days after:

a. the tenant is caused to be displaced by fire, flood, condemnation, or evacuation, and

b. an authorized public official posts the premises with a notice prohibiting occupancy; or

c. any building inspector, in consultation with a relocation officer, where applicable, has certified within 48 hours that displacement is expected to continue longer than seven days and has so notified the owner or lessee in writing, the owner or lessee shall have available and return to the tenant or the tenant's designated agent upon his demand the sum so deposited plus the tenant's portion of the interest or earnings accumulated thereon, less any charges expended in accordance with the terms of the contract, lease or agreement and less any rent due and owing at the time of displacement.

Within 15 business days after a lease terminates as described in section 3 of P.L.2008, c.111 (C.46:8-9.6), the owner or lessee shall have available and return to the tenant or the tenant's designated agent upon his demand any money or advance of rent deposited as security plus the tenant's portion of the interest or earnings accumulated thereon, including the portion of any money or advance of rent due to a victim of domestic violence terminating a lease pursuant to

section 3 of P.L.2008, c.111 (C.46:8-9.6), less any charges expended in accordance with the terms of the contract, lease or agreement and less any rent due and owing at the time of the lease termination.

Such net sum shall continue to be available to be returned upon demand during normal business hours for a period of 30 days at a location in the same municipality in which the subject leased property is located and shall be accompanied by an itemized statement of the interest or earnings and any deductions. The owner or lessee may, by mutual agreement with the municipal clerk, have the municipal clerk of the municipality in which the subject leased property is located return said net sum in the same manner. Within three business days after receiving notification of the displacement, the owner or lessee shall provide written notice to a displaced tenant by personal delivery or mail to the tenant's last known address. In the event that a lease terminates as described in section 3 of P.L.2008, c.111 (C.46:8-9.6), within three business days after the termination, the owner or lessee shall provide written notice to the victim of domestic violence by personal delivery or mail to the tenant's last known address. Such notice shall include, but not be limited to, the location at which and the hours and days during which said net sum shall be available to him. The owner or lessee shall provide a duplicate notice in the same manner to the relocation officer. Where a relocation officer has not been designated, the duplicate notice shall be provided to the municipal clerk. When the last known address of the tenant is that from which he was displaced and the mailbox of that address is not accessible during normal business hours, the owner or lessee shall also post such notice at each exterior public entrance of the property from which the tenant was displaced. Notwithstanding the provisions of P.L.1963, c.73 (C.47:1A-1 et seq.), or any other law to the contrary, the municipal clerk, and any designee, agent or employee of the municipal clerk, shall not knowingly disclose or otherwise make available personal information about any victim of domestic violence that the clerk or any designee, agent or employee has obtained pursuant to the procedures described in section 3 of P.L.1971, c.223 (C.46:8-21.1).

Any such net sum not demanded by and returned to the tenant or the tenant's designated agent within the period of 30 days shall be redeposited or reinvested by the owner or lessee in an appropriate interest bearing or dividend yielding account in the same investment company, State or federally chartered bank, savings bank or savings and loan association from which it was withdrawn. In the event that said displaced tenant resumes occupancy of the premises, said tenant shall redeliver to the owner or lessee one-third of the security deposit immediately, one-third in 30 days and one-third 60 days from the date of reoccupancy. Upon the failure of said tenant to make such payments of the security deposit, the owner or lessee may institute legal action for possession of the premises in the same manner that is authorized for nonpayment of rent.

The Commissioner of Community Affairs, the Public Advocate, the Attorney General, or any State entity which made deposits on behalf of a tenant may impose a civil penalty against an owner or lessee who has willfully and intentionally withheld deposits in violation of section 1 of P.L.1967, c.265 (C.46:8-19), when the deposits were made by or on behalf of a tenant who has received financial assistance through any State or federal program, including welfare or rental assistance. An owner or lessee of a tenant on whose behalf deposits were made by a State entity and who has willfully and intentionally withheld such deposits in violation of this section shall be liable for a civil penalty of not less than $500 or more than $2,000 for each offense. The penalty prescribed in this paragraph shall be collected and enforced by summary proceedings

pursuant to the "Penalty Enforcement Law of 1999," P.L.1999, c.274 (C.2A:58-10 et seq.). The State entity which made such deposits on behalf of a tenant shall be entitled to any penalty amounts recovered pursuant to such proceedings.

In any action by a tenant, licensee, executor, administrator or surviving spouse, or other person acting on behalf of a tenant, licensee, executor, administrator or surviving spouse, for the return of moneys due under this section, the court upon finding for the tenant, licensee, executor, administrator or surviving spouse shall award recovery of double the amount of said moneys, together with full costs of any action and, in the court's discretion, reasonable attorney's fees.

HISTORY: L. 1971, c. 223, § 3; amended 1974, c. 151, § 1; 1979, c. 115, § 1; 1985, c. 42, § 4; 1985, c. 317, § 1; 2003, c. 188, § 4, eff. Jan. 1, 2004; 2007, c. 9, § 2, eff. Jan. 24, 2007, L. 2008, c.111.

46:8-21.2. Limitation on amount of deposit

An owner or lessee may not require more than a sum equal to 1 1/2 times 1 month's rental according to the terms of contract, lease, or agreement as a security for the use or rental of real property used for dwelling purposes. Whenever an owner or lessee collects from a tenant an additional amount of security deposit, the amount collected annually as additional security shall not be greater than 10 percent of the current security deposit.

HISTORY: L. 1971, c. 223, § 4; amended 2003, c. 188, § 5, eff. Jan. 1, 2004.

46:8-21.3. Security deposits prior to effective date of act; date of compliance

Security deposits made prior to the effective date of this act shall comply with the provisions of this act within 90 days of the effective date thereof.

HISTORY: L. 1971, c. 223, 6, eff. June 21, 1971.

46:8-21.4. Small claims jurisdiction of actions on security deposits less than $5,000

Notwithstanding any law or rule to the contrary, the Division of Small Claims of the Superior Court, Law Division, Special Civil Part shall have jurisdiction of actions between an owner or lessee and tenant for the return of all or a part of a security deposit in which the amount in dispute, including any applicable penalties, does not exceed the sum of $ 5,000, exclusive of costs.

HISTORY: L. 2003, c. 188, § 6, eff. Jan. 1, 2004.

46:8-21.5. Deposit recovery, certain; court action not required for tenant receiving financial assistance

A tenant who has received financial assistance through any State or federal program, including welfare or rental assistance, shall not be required to file an action in court to recover deposits withheld by a landlord in violation of P.L.1967, c.265 (*C.46:8-19* et seq.) in order to continue participation in any such program.

HISTORY: L. 2007, c. 9, § 1, eff. Jan. 24, 2007.

46:8-22. Enforcement of trust by civil action

Any trust arising under the provisions of this act shall be enforceable by a civil action in a court of competent jurisdiction and that court shall have jurisdiction to make any appropriate order or judgment both pendente lite and final to fully effectuate the purposes of this act.

HISTORY: L.1967,c.265,, EFF. Jan. 1, 1968

46:8-23. Statutory trust upon insolvency or bankruptcy of person receiving security deposit

In the event of the insolvency or bankruptcy of the person receiving the said moneys, the claim of the person who paid the said moneys shall constitute a statutory trust with respect to any moneys so received and not previously expended in accordance with the terms of the contract, lease or agreement.

HISTORY: L. 1967, c. 265, 5, eff. Jan. 1, 1968.

46:8-24. Waiver by depositor prohibited

Any provision of such a contract, lease or agreement whereby a person who so deposits or advances money waives any provision of this act is absolutely void.

HISTORY: L. 1967, c. 265, 6, eff. Jan. 1, 1968.

46:8-25. Unlawful diversion of trust funds; penalty

Any person party to said contract, lease or agreement, or any agent of said person, or any officer of a corporation receiving said moneys, who, with knowledge that such moneys constitute trust funds, unlawfully diverts or consents to an unlawful diversion of such moneys shall be a disorderly person and subject to a fine of not less than $ 200.00 or by imprisonment for not more than 30 days, or both.

HISTORY: L. 1967, c. 265, 7, eff. Jan. 1, 1968.

46:8-26. Application of act

The provisions of this act shall apply to all rental premises or units used for dwelling purposes except owner-occupied premises with not more than two rental units where the tenant has failed to provide 30 days written notice to the landlord invoking the provisions of this act.

HISTORY: L. 1967, c. 265, 8, eff. Jan. 1, 1968. Amended by L. 1968, c. 46, 1, eff. May 22, 1968; L. 1971, c. 223, 7, eff. June 21, 1971; L. 1979, c. 28, 3, eff. Feb. 22, 1979.

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NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
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New Jersey Department of Community Affairs
Division of Codes and Standards
Landlord-Tenant Information Service

DISPOSAL OF REMAINING PERSONAL PROPERTY ABANDONED BY TENANT

N.J.S.A. 2A:18-72 through 2A:18-84

Reprinted February 2008

2A:18-72. Disposal of remaining personal property abandoned by tenant

1. A landlord of commercial or residential property, in the manner provided by P.L.1999, c.340 (C.2A:18-72 et al.), may dispose of any tangible goods, chattels, manufactured or mobile homes or other personal property left upon a premises by a tenant after giving notice as required by section 2 of P.L.1999, c.340 (C.2A:18-73), only if the landlord reasonably believes under all the circumstances that the tenant has left the property upon the premises with no intention of asserting any further claim to the premises or the property and:

a. A warrant for removal has been executed and possession of the premises has been restored to the landlord; or

b. The tenant has given written notice that he or she is voluntarily relinquishing possession of the premises.

The provisions of P.L.1999, c.340 (C.2A:18-72 et al.) shall not apply to the disposal of tenant property left on nonresidential rental property if there is a lease in effect which has been duly executed by all parties which contains specific terms and conditions for the disposal of tenant property.

L.1999,c.340, s.1; amended 2001, c.51.

2A: 18-73. Notice to tenant prior to disposition

2. To dispose of a tenant's property under this act, a landlord shall first give written notice to the tenant, which shall be sent by certified mail, return receipt requested or by receipted first class mail addressed to the tenant, at the tenant's last known address (which may be the address of the premises) and at any alternate address or addresses known to the landlord, in an envelope endorsed "Please Forward."

"Receipted first class mail" for purposes of this section means first class mail for which a certificate of mailing has been obtained by the sender but does not include certified or registered mail.

When the property subject to disposal is a manufactured or mobile home, a copy of the notice required pursuant to this section shall also be sent to the Director of the Division of Motor Vehicles and to any lienholders with security interests in the property which have been recorded with the Division of Motor Vehicles.

L.1999,c.340,s.2

2A:18-74. Contents of notice

3. The notice required under section 2 of P.L.1999, c.340 (C.2A:17-73) shall state as follows:

a. That the property is considered abandoned and must be removed from the premises or from the place of safekeeping, if the landlord has stored the property as provided in section 4 of P.L.1999, c.340 (C.2A:17-75), by a date as follows;

(i) for all property other than manufactured or mobile homes not less than 30 days after delivery of the notice, or not less than 33 days after the date of mailing, whichever comes first, or

(ii) for property which consists solely of manufactured or mobile homes, not less than 75 days after the delivery of the notice, or not less than 78 days after the date of mailing, whichever comes first, or the property will be sold or otherwise disposed of; and

b. That if the abandoned property is not removed:

(i) The landlord may sell the property at a public or private sale; or

(ii) The landlord may destroy or otherwise dispose of the property if the landlord reasonably determines that the value of the property is so low that the cost of storage and conducting a public sale would probably exceed the amount that would be realized from the sale; or

(iii) The landlord may sell items of value and destroy or otherwise dispose of the remaining property.

c. That in the case of a residential tenant, if the tenant claims the property within the time provided in the notice, the landlord must make the property available for removal by the tenant without payment by the tenant of any unpaid rent.

L.1999,c.340,s.3.

2A:18-75. Storing abandoned property

4. After notifying a tenant as required by sections 2 and 3 of P.L.1999, c.340 (C.2A:18-73 and C.2A:18-74), a landlord shall store all goods, chattels, manufactured or mobile homes and other personal property of the tenant in a place of safekeeping and shall exercise reasonable care for the property, except that the landlord may promptly dispose of perishable food and shall allow an animal control agency or humane society to remove any abandoned pets or livestock. A landlord may store a tenant's manufactured dwelling or residential vehicle on the space previously rented, elsewhere on the premises or in a safe location off the premises. A landlord shall be entitled to reasonable storage charges and costs incidental to storage. A landlord may store property in a commercial storage facility, in which case the storage cost shall include the actual storage charge plus the reasonable cost of removal of the property to the place of storage.

L.1999,c.340,s.4.

2A:18-76. Conditions under which the property is considered abandoned

5. a. If a tenant responds in writing or orally to the landlord, on or before the day specified in the required notice, that the tenant intends to remove the property from the premises, or from the place of safekeeping if the landlord has stored the property as provided in section 4 of P.L.1999, c.340 (C.2A:18-75), and does not do so within the time specified in the notice or within 15 days after the written response, whichever is later, the tenant's property shall be conclusively presumed to be abandoned.

b. If a lienholder responds in writing to the landlord concerning a security interest in any manufactured or mobile home, and the lienholder indicates an intent to remove the property from the premises, or from the place of safekeeping, or to pay rent as a condition of leaving the property on the premises, but fails to remove the property or make rental payments within the time specified in the notice or within 15 days after the written response, whichever is later, then the landlord may proceed as if the lienholder had not responded.

c. If no response is received from a tenant or lienholder within the time period provided under section 3 of P.L.1999, c.340 (C.2A:18-74), then the tenant's property shall be conclusively presumed to be abandoned.

L.1999,c.340,s.5.

2A:18-77. Tenant's reimbursement for storage costs

6. Upon removal of his property, a tenant shall reimburse the landlord for the reasonable cost of storage for the period the property was in the landlord's safekeeping, including the reasonable cost of removal of the property to a place of storage. A landlord shall not be entitled to reimbursement for storage and removal costs which are greater than the fair market value of such costs in the locale of the rental property. A landlord shall not be responsible for any loss to a tenant resulting from storage of property in compliance with this act unless the loss was caused by the landlord's deliberate or negligent act or omission.

L.1999,c.340,s.6.

2A:18-78. Disposal of property, options

7. Property that has been conclusively presumed to be abandoned may be disposed of in any of the following ways:

a. The landlord may sell the property at a public or private sale;

b. The landlord may destroy or otherwise dispose of the property if the landlord reasonably determines that the value of the property is so low that the cost of storage and conducting a public sale would probably exceed the amount that would be realized from the sale; or

c. The landlord may sell certain items and destroy or otherwise dispose of the remaining property, in accordance with subsections a. and b. of this section.

A public or private sale authorized by this section shall be conducted in accordance with the provisions of 12A:9-601 et seq. of the "Uniform Commercial Code".

L.1999, c.340, s.7; amended 2001, c.117, s.23.

2A:18-79. Immunity

9. Nothing in P.L.1999, c.340 (C.2A:18-72 et al.) shall diminish the right of a landlord of a nonresidential property to use distraint when authorized by law.

L.1999,c.340,s.9.

2A:18-80. Deductions from sale proceeds

11. A landlord may deduct from the proceeds of any sale the reasonable costs of notice, storage and sale and any unpaid rent and charges not covered by a security deposit. After deducting these amounts, the landlord shall remit to the tenant the remaining proceeds, if any, together with an itemized accounting. If the tenant, after due diligence, cannot be found the remaining proceeds shall be deposited into the Superior Court and, if not claimed within 10 years, shall escheat to the State.

L.1999,c.340,s.11.

2A:18-81. Compliance with act constitutes complete defense

12. Compliance in good faith with all the requirements of this act shall constitute a complete defense in any action brought by a tenant against a landlord for loss or damage to personal property disposed of pursuant to this act.

L.1999,c.340,s.12.

2A:18-82. Noncompliance with act; tenant's recovery

13. If a landlord seizes and retains a tenant's personal property without complying with this act, the tenant shall be relieved of any liability for reimbursement to the landlord for storage and removal costs and shall be entitled to recover up to twice the actual damages sustained by the tenant.

L.1999,c.340,s.13.

2A:18-83. Applicability of act

14. This act shall not be applicable to any unclaimed property which must be disposed of in accordance with the "Uniform Unclaimed Property Act (1981)," P.L.1989, c.58 (R.S.46:30B-1 et seq.).

L.1999,c.340,s.14.

2A:18-84. Nonapplicability to motor vehicles

15. This act shall not be applicable to abandoned motor vehicles.

L.1999,c.340,s.15.

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NOT FOR PUBLICATION WITHOUT THE APPROVAL OF THE APPELLATE DIVISION

This opinion shall not "constitute precedent or be binding upon any court." Although it is posted on the internet, this opinion is binding only on the parties in the case and its use in other cases is limited. R. 1:36-3.

SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-0753-21

806 6TH ST. HCPVI, LLC,

Plaintiff-Respondent,

v.

NELSON NUNEZ,

Defendant-Appellant.

Argued March 22, 2023 – Decided August 23, 2023

Before Judges Accurso and Natali.

On appeal from the Superior Court of New Jersey, Law Division, Hudson County, Docket No. LT-003236-19.

Cindy Nan Vogelman argued the cause for appellant (Chasan Lamparello Mallon & Cappuzzo, PC, attorneys; Cindy Nan Vogelman and John V. Salierno, on the briefs).

Adrienne LePore argued the cause for respondent (Feinstein Raiss Kelin Booker & Goldstein, LLC, attorneys; Adrienne LePore, on the brief).

PER CURIAM

Defendant Nelson Nunez appeals from a November 10, 2021 Special Civil Part order denying his motion to vacate an April 4, 2019 consent judgment for possession entered in favor of his landlord, plaintiff 806 6th Street HCPVI, LLC. Defendant argues because he had the ability to satisfy his outstanding rent obligation, the court's decision to deny his application was contrary to N.J.S.A. 2A:42-10.16a (Stack Amendment[1]), which became effective on March 1, 2020, as part of the Fair Eviction Notice Act, N.J.S.A. 2A:42-10.15 to 10.17. We conclude the Stack Amendment does not apply under the circumstances underlying defendant's eviction and accordingly affirm.

I.

Plaintiff initiated this summary dispossess action on March 14, 2019, due to defendant's nonpayment of rent. See N.J.S.A. 2A:18-61.1(a). At that time, defendant resided at plaintiff's property, 806 6th Street in Union City, along with his elderly parents, then ninety-five and eighty-two respectively, for over twenty years. On April 4, 2019, defendant consulted with plaintiff's attorney and agreed to enter a consent judgment, which permitted him and his parents to continue residing in plaintiff's property until January 9, 2020, conditioned on defendant's

[1] We refer to N.J.S.A. 2A:42-10.16a as the Stack Amendment because Senator Brian P. Stack was the primary sponsor of the legislation.

ability to trace and replace money orders allegedly sent for his July and August 2018 rent, pay all outstanding rent due, and satisfy his monthly rent obligation by the first of each month.

Defendant paid all outstanding rent and replaced the August 2018 money order but failed to either locate or replace the July 2018 money order as required by the terms of the consent judgment. As a result, plaintiff applied for a warrant for removal. Prior to the first scheduled lockout date, defendant, represented by counsel from the Union City Tenant Advocate's office, filed an order to show cause seeking to vacate the consent judgment. The court denied defendant's application and issued an order for orderly removal, which allowed defendant to remain in the premises until June 24, 2019.

Prior to the scheduled lockout, defendant filed a second application seeking to vacate the consent judgment. On the return date for the order to show cause, defendant's counsel contended the April 4, 2019 consent judgment was invalid because defendant, a native Spanish speaker, met with plaintiff's attorney without counsel, a mediator, or an interpreter and did not understand the nature or scope of the parties' agreement.

The court ordered briefing and scheduled a hearing. In his submission, defendant claimed he "lack[ed] the ability to read and understand legal

terminology" and entered the consent judgment with the good faith belief that he would not be evicted if he paid all outstanding rent.

The parties appeared before the court on October 1, 2019, and, in lieu of arguing the motion, agreed to a hardship stay. The court accordingly entered an order keeping in place the April 4, 2019 consent judgment but permitted defendant to remain in the premises until February 29, 2020, again conditioned on his obligation to pay rent. Defendant paid all outstanding rent and continued to satisfy his rental obligations throughout the duration of the hardship stay.

Anticipating defendant would not voluntarily vacate the premises by February 29, 2020, on February 18, 2020, plaintiff filed an application for a warrant of removal for March 2, 2020. On March 3, 2020, defendant filed a third order to show cause seeking to pay all outstanding rent and dismiss plaintiff's complaint and the consent judgment based on the newly enacted Stack Amendment.

The court ordered briefing on the Stack Amendment's impact on the eviction proceedings but, due to the COVID-19 pandemic, the resulting closure of the courts, and the Governor's order temporarily placing a moratorium on

evictions,[2] the parties did not submit the requested briefing. During the moratorium, defendant purchased money orders to satisfy his rent obligations, but plaintiff refused to accept those payments.

Once the moratorium was lifted, plaintiff applied for yet another warrant for removal with a November 8, 2021 lockout date. On that date, defendant, again through his Union City Tenant Advocate attorney, filed a fourth order to show cause to vacate the consent judgment. In support, he filed a certification attesting he had "all the rent and [accordingly] move to vacate the judgment under N.J.S.A. 2A:42-10.16(a)."

At the motion hearing, plaintiff argued the Stack Amendment "does not apply to hardship stay cases. It applies where the tenant didn't have the money and the tenant is going to be locked out and comes up with the money later." On this point, plaintiff maintained its warrant for removal was not based on nonpayment of rent but rather because defendant did not vacate the premises by the agreed upon date. It specifically argued "[t]his warrant was not requested or

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[2] "[O]n March 19, 2020, the Governor issued Executive Order 106, . . . which placed a temporary emergency moratorium on evictions, with the moratorium expiring two months after the ongoing public-health emergency ends." Kravitz v. Murphy, 468 N.J. Super. 592, 606 (App Div. 2021) (citing Exec. Order No. 106 (March 19, 2020)).

posted as a result of his nonpayment of rent. His rent was paid through the hardship stay. It was posted and it was requested because he failed to vacate pursuant to the court order." Plaintiff further asserted it would be nonsensical to apply the legislation to a hardship stay "because a hardship stay only happens where the tenant has to pay" outstanding rent.

Defendant disagreed with plaintiff's interpretation of the Stack Amendment. According to defendant, the statute applies in "all eviction actions for nonpayment of rent" and does not "reference anything about consent judgments[,] . . . settlements[,] or hardship stays." Defendant further maintained the nonpayment of rent was the basis for eviction and neither the consent judgment nor hardship stay changed the fundamental nature of the proceedings. He also contended "the language of the statute essentially renders the hardship statute meaningless."

After considering the parties' arguments and the statutory language, the court denied defendant's application, entered the November 10, 2021 order for orderly removal, and stayed the lockout for seven days. The court explained it "agree[d] with the landlord's position that the hardship stay turned this matter . . . into a matter of, you may stay in the property through this period of time

and rent is no longer an issue." It therefore concluded as the eviction was not for nonpayment of rent, the Stack Amendment did not apply.

The court stayed defendant's eviction pending appeal. After defendant filed a notice of appeal, his counsel left the Union City Tenant Advocate's Office without filing a substitution of attorney. In the interim, we granted plaintiff's application requiring defendant to provide certain hearing transcripts in support of his appeal. Defendant failed to comply with our order and we administratively dismissed his appeal.

In May 2022, plaintiff applied for a warrant for removal stating defendant's appeal was dismissed due to his failure to produce the ordered transcripts. The court granted plaintiff's application and scheduled the lockout date for June 14, 2022.

Prior to the lockout date, defendant, represented by new counsel, applied for emergent relief seeking to reinstate his appeal and continue the stay, and explained in light of his prior counsel's failure to file a substitution, he was unaware of our order compelling the production of transcripts. We granted defendant's motion to reinstate but denied his "emergent motion for a stay of the warrant for removal on the basis of the Stack Amendment." 806 6th St. HCPVI, LLC v. Nunez, No. M-5757-21 (App. Div. June 28, 2022). After considering

defendant's application against the factors set forth in Crowe v. DeGioia, 90 N.J. 126 (1982), "we conclude[d] defendant ha[d] not demonstrated a reasonable probability of success on the merits of his appeal." We granted defendant ten days from the date of our order to vacate the premises. Defendant was locked out of the premises on July 8, 2022.

II.

Defendant maintains the court erred in denying his application to vacate the April 4, 2019 consent judgment and rejecting his request to be restored to the premises, because his action is one "for non[]payment of rent to which the [Stack Amendment] clearly applies" and the court erred in reading an "exception" into that statute based on the consent judgment and hardship stay. Alternatively, relying on Community Realty Management Inc. v. Harris, 155 N.J. 212, 226 (1998), defendant contends the April 4, 2019 consent judgment should be vacated in accordance with Rule 4:50-1 because he entered into that judgment without representation, or the aid of an interpreter.

Plaintiff argues defendant's appeal is procedurally deficient on several bases. First, it contends defendant's appeal is moot due to his July 2022 eviction. Plaintiff also maintains defendant's appeal is time-barred, as he did not appeal the October 1, 2019 hardship stay within forty-five days, see Rule 2:4-1(a), and

the October 1, 2019 order "is not appealable" in any event. Additionally, according to plaintiff, the Stack Amendment provides relief only "to tenants who have judgments entered against them after the effective date" and should not be applied retroactively.

On the merits, plaintiff reprises its arguments made before the court. It maintains the warrant for removal was posted due to defendant's "failure to vacate as agreed, not for his failure to pay rent" and the Stack Amendment is therefore inapplicable. Because defendant entered into the April 4, 2019 consent judgment, and agreed to a hardship stay that postponed the lockout date, plaintiff asserts "[n]onpayment of rent was no longer an issue and is never an issue by the very terms of any [h]ardship stay."

Plaintiff also argues the Stack Amendment is "not applicable when post judgment relief has already been granted." On this point, plaintiff specifically argues the legislation did not "reference, alter or repeal" Rule 6.6(b), which permits a court to issue an order for orderly removal to provide the tenant more time to relocate, or N.J.S.A. 2A:42:10.6, which allows the court to grant tenants a hardship stay conditioned on the tenant paying "all arrears in rent and the amount that would have been payable as rent if the tenancy had continued."

Finally, plaintiff contends the Stack Amendment "does not actually require landlords to return the tenant to possession upon payment of the rent."

III.

We review a court's decision on a motion to vacate a consent judgment for an abuse of discretion. DEG, LLC v. Township of Fairfield, 198 N.J. 242, 261 (2009). We owe no deference to the "trial court's interpretation of the law and the legal consequences that flow from established facts." Manalapan Realty, L.P. v. Twp. Comm. of Manalapan, 140 N.J. 366, 378 (1995) (citations omitted).

A consent judgment is "in the nature of a contract entered into with the solemn sanction of the court." Harris, 155 N.J. at 226 (quoting Stonehurst at Freehold v. Twp. Comm. of Freehold, 139 N.J. Super. 311, 313 (Law Div. 1976)). Its "adjudicative effect" is equal to a judgment "entered after trial or other judicial determination." Ibid. (quoting Stonehurst at Freehold, 139 N.J. Super. at 313). "[A] consent judgment may only be vacated in accordance with [Rule] 4:50-1." Ibid. (quoting Stonehurst at Freehold, 139 N.J. Super. at 313).

Generally, "[c]ourts should use Rule 4:50-1 sparingly, [and only] in exceptional situations." Badalamenti v. Simpkiss, 422 N.J. Super. 86, 103 (App. Div. 2011) (alterations in original) (quoting Hous. Auth. of Morristown v. Little, 135 N.J. 274, 289 (1994)). Relief under Rule 4:50-1 is designed "to reconcile

the strong interests in finality of judgments and judicial efficiency with the equitable notion that courts should have authority to avoid an unjust result in any given case." LVNV Funding, LLC v. Deangelo, 464 N.J. Super. 103, 109 (App. Div. 2020) (quoting Manning Eng'g, Inc. v. Hudson Cnty. Park Comm'n, 74 N.J. 113, 120 (1977)).

Rule 4:50-1(f) provides relief for "any other reason justifying relief from the operation of the judgment or order." Relief from a judgment under Rule 4:50-1(f) is expansive but presents a difficult burden to meet. See US Bank Nat. Ass'n v. Guillaume, 209 N.J. 449, 484 (2012). Under Rule 4:50-1(f), relief "is limited to 'situations in which, were it not applied, a grave injustice would occur.'" Ibid. (quoting Little, 135 N.J. at 289). Therefore, the party seeking relief from a judgment under the Rule must show that "truly exceptional circumstances are present." Id. at 468 (quoting Little, 135 N.J. at 286). Rule 4:50-1(f) is the "so-called catchall provision, which permits relief in 'exceptional situations.'" Id. at 484.

The Anti-Eviction Act permits a court to evict a tenant for nonpayment of rent. N.J.S.A. 2A:18-61.1(a). "The Act affords 'residential tenants the right, absent good cause for eviction, to continue to live in their homes without fear of eviction . . . and thereby to protect them from involuntary displacement.'"

224 Jefferson Condo. Ass'n v. Paige, 346 N.J. Super. 379, 383 (App. Div. 2002) (quoting Morristown Mem'l Hosp. v. Wokem Mortg. & Realty Co., 192 N.J. Super. 182, 186 (App. Div. 1983)). It is well-recognized "the Anti–Eviction Act is remedial legislation deserving of liberal construction," 447 Associates v. Miranda, 115 N.J. 522, 529 (1989), and its "overall purpose" is to "protect[] blameless tenants from eviction," Chase Manhattan Bank v. Josephson, 135 N.J. 209, 226 (1994).

As noted, the Stack Amendment became effective on March 1, 2020, as part of the Fair Eviction Notice Act. In relevant part, the Stack Amendment states:

> In an eviction action for nonpayment of rent, pursuant to subsection a. of section 2 of [N.J.S.A. 2A:18-61.1], the court shall provide a period of three business days after the date on which a warrant for removal is posted to the unit or a lockout is executed due to nonpayment of rent, for the tenant to submit a rent payment. A late fee shall not be imposed in excess of the amount set forth in the application for a warrant for removal if all rent due and owing is paid within the three business day period established by this subsection.
>
> [N.J.S.A. 2A:42-10.16a(a) (emphasis added).]

Against this legal backdrop, we interpret the issue before us as whether the Stack Amendment provides a basis to vacate the consent judgment under Rule 4:50-1. See Harris, 155 N.J. at 226. In doing so, we must determine

whether defendant may avail himself of the Stack Amendment's three-day post-lockout grace period when the warrant for removal was posted to enforce the terms of a consent judgment negotiated and executed by the parties. In our view, this issue turns on whether the warrant for removal was posted, and the lockout was executed, "due to nonpayment of rent." N.J.S.A. 2A:42-10.16a(a).

As a threshold matter, we reject plaintiff's argument this issue is moot in light of defendant's eviction from the premises in July 2022. Although, "[o]rdinarily, where a tenant no longer resides in the property, an appeal challenging the propriety of an eviction is moot," Sudersan v. Royal, 386 N.J. Super. 246, 251 (App. Div. 2005), we will decide an otherwise moot appeal "where the underlying issue is one of substantial importance, likely to reoccur but capable of evading review," Zirger v. General Acc. Ins. Co., 144 N.J. 327, 330 (1996). We are satisfied the substantial importance of the issue before us warrants our appellate review.

We also disagree with plaintiff that defendant's appeal is time-barred, as his appeal arises from the court's November 10, 2021 order denying his motion to vacate the consent judgment, and not from the consent judgment itself, and was therefore timely filed on November 14, 2021. Similarly, although a consent judgment "is ordinarily not appealable," Jacobs v. Mark Lindsay and Son

Plumbing & Heating, Inc., 458 N.J. Super. 194, 205 (App. Div. 2019), a tenant may appeal the trial court's denial of a motion to vacate a consent judgment, see e.g., Harris, 155 N.J. at 218.

Having carefully reviewed the parties' arguments, we conclude the warrant for removal was not posted "due to nonpayment of rent" within the meaning of the Stack Amendment. We are therefore satisfied the Stack Amendment does not apply and, consequently, does not provide a basis under Rule 4:50-1 to vacate the consent judgment.[3] Accordingly, as we conclude the Stack Amendment does not apply, we need not address plaintiff's argument that it should not be applied retroactively to the circumstances here. Because our

[3] We note, to the extent defendant argues the consent judgment should be vacated under Rule 4:50-1 because he entered that judgment without representation or aid of an interpreter, he did not raise those arguments before the motion court in the proceedings leading to the court's November 10, 2021 order under appeal. We typically decline to address "questions or issues not properly presented to the trial court when an opportunity for such a presentation is available 'unless the questions so raised on appeal go to the jurisdiction of the trial court or concern matters of great public interest.'" Nieder v. Royal Indem. Ins. Co., 62 N.J. 229, 234 (1973) (quoting Reynolds Offset Co. v. Summer, 58 N.J. Super. 542, 548 (App. Div. 1959)). We are satisfied neither exception applies here. Additionally, before us, defendant raised his lack of informed consent Rule 4:50-1 arguments for the first time in his reply brief. We could alternatively decline to address those arguments based on that procedural deficiency. See Bacon v. N. J. State Dep't of Educ., 443 N.J. Super. 24, 38 (App. Div. 2015) ("We generally decline to consider arguments raised for the first time in a reply brief.").

resolution requires us to interpret the Stack Amendment, we recite well-recognized principles of statutory interpretation.

We review issues of statutory interpretation de novo. N.J. Div. of Child Prot. & Permanency v. J.R.-R., 248 N.J. 353, 368 (2021). When interpreting a statute, the "paramount goal" is to effectuate the Legislature's intent. DiProspero v. Penn, 183 N.J. 477, 492 (2005) (citing Frugis v. Bracigliano, 177 N.J. 250, 280 (2003)). "The statute's language is ordinarily the 'surest indicator' of that intent." Frugis, 177 N.J. at 280 (quoting Cornblatt, P.A. v. Barow, 153 N.J. 218, 231 (1998)). Courts should "ascribe to the statutory words their ordinary meaning and significance, and read them in context with related provisions so as to give sense to the legislation as a whole." DiProspero, 183 N.J. at 492 (citations omitted).

"If the plain language leads to a clear and unambiguous result, then [the] interpretive process is over." Richardson v. Bd. of Trs., Police & Firemen's Ret. Sys., 192 N.J. 189, 195 (2007) (citing DiProspero, 183 N.J. at 492). "[A] court may not rewrite a statute or add language that the Legislature omitted." State v. Munafo, 222 N.J. 480, 488 (2015) (citing DiProspero, 183 N.J. at 492). Courts "should 'seek to effectuate the "fundamental purpose for which the legislation was enacted."'" Klumb v. Bd. of Educ., 199 N.J. 14, 25 (2009) (quoting Twp.

of Pennsauken v. Schad, 160 N.J. 156, 170 (1999)). "If, however, a literal interpretation of a provision would lead to an absurd result or would be inconsistent with the statute's overall purpose, 'that interpretation should be rejected' and 'the spirit of the law should control.'" Pfannenstein v. Surrey, 475 N.J. Super. 83, 95 (App. Div. 2023) (quoting Hubbard v. Reed, 168 N.J. 387, 392-93 (2001)).

As noted, the Stack Amendment applies in eviction actions for "nonpayment of rent" and when "a warrant for removal is posted to the unit or a lockout is executed due to nonpayment of rent." N.J.S.A. 2A:42-10.16a(a). Here, the warrant for removal was posted to enforce the terms of a hardship stay, which postponed the lockout date the parties agreed upon in the consent judgment. Additionally, it is undisputed that, in accordance with the terms of the consent judgment and hardship stay, defendant satisfied all of his rental obligations when the warrant for removal was posted. We agree with plaintiff that the warrant for removal was therefore posted, not due to defendant's nonpayment of rent, but instead for his failure to vacate the premises per the terms of the hardship stay and consent judgment.

Defendant requests we nevertheless conclude the Stack Amendment applies because plaintiff initiated the eviction proceedings due to his

nonpayment of rent. We are satisfied, however, such a broad reading of the Stack Amendment "would lead to an absurd result [and] would be inconsistent with the statute's overall purpose." Pfannenstein, 475 N.J. Super. at 95. Indeed, allowing tenants to remain in possession of a rental property by satisfying their rental obligations within three days after a lockout is executed, despite the terms of a consent judgment by which they agreed to surrender possession back to the landlord on a specified date, would obviate the need for such consent judgment. In such circumstances, the consent judgment would do nothing more than extend the period of time in which a tenant could satisfy their rental obligations without being removed from the property. The parties' agreed upon move out date would therefore be rendered meaningless.

Further, were we to adopt defendant's proposed interpretation, landlords seeking to regain possession of their properties would be wholly disincentivized to enter consent judgments, as such judgments would be accompanied by the risk that tenants could ultimately remain in possession by tendering their outstanding rental obligations at the last second and contrary to the terms of those negotiated, court approved agreements. Here, while the eviction proceedings may have had their genesis in nonpayment, defendant ignores the fact that he reaped the benefits of the consent judgment by remaining in

possession of the rental property for over two years after the parties reached an agreement with respect to his initial failure to pay rent.

Plaintiff clearly agreed to the consent judgment allowing defendant to remain in possession of the property, notwithstanding his failure to pay rent, only for the benefit of regaining possession. We therefore reject defendant's proposed interpretation, see Pfannenstein, 475 N.J. Super. at 95, and conclude where, as here, a tenant and landlord memorialize an agreed upon move out date in a consent judgment and a warrant for removal is posted to enforce that judgment, the warrant for removal is not one "executed due to nonpayment of rent" to which the Stack Amendment applies. N.J.S.A. 2A:42-10.16a(a).

In light of our conclusion the Stack Amendment does not constitute a sufficient basis to vacate the consent judgment under Rule 4:50-1, we need not also address whether any post-judgment relief alternatively precluded defendant from availing himself of the Stack Amendment's three-day post-lockout grace period or if restoring defendant's possession of the property would be the appropriate remedy.

To the extent we have not specifically addressed any of defendant's remaining arguments, it is because we have concluded they are without

sufficient merit to warrant further discussion in a written opinion. R. 2:11-3(e)(1)(E).

Affirmed.

I hereby certify that the foregoing is a true copy of the original on file in my office.

CLERK OF THE APPELLATE DIVISION

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NOT FOR PUBLICATION WITHOUT THE APPROVAL OF THE APPELLATE DIVISION

SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-2972-23

FAIRKINGS PARTNERS, LLC, t/a THE KINGSLEY,

Plaintiff-Appellant,

v.

ESSENCE L. DANIELS,

Defendant-Respondent.

APPROVED FOR PUBLICATION
December 8, 2025
APPELLATE DIVISION

Argued October 15, 2025 – Decided December 8, 2025

Before Judges Gilson, Firko, and Perez Friscia.

On appeal from the Superior Court of New Jersey, Law Division, Essex County, Docket No. LT-001879-24.

Derek D. Reed argued the cause for appellant (Ehrlich, Petriello, Gudin, Plaza & Reed, PC, attorneys; Derek D. Reed, Erin Ehrlich Caro, and Matthew Sebera, on the briefs).

Allison Nolan argued the cause for respondent (Pashman Stein Walder Hayden, PC, and Volunteer Lawyers for Justice, attorneys; CJ Griffin, on the brief).

Parth M. Parikh argued the cause for amicus curiae Seton Hall University School of Law, Center for Social Justice, Housing Justice Project (Lowenstein Sandler LLP, attorneys; Natalie J. Kraner and Parth M. Parikh, on the brief).

The opinion of the court was delivered by

GILSON, P.J.A.D.

Effective March 1, 2020, the Legislature amended the Fair Eviction Notice Act (the Notice Act), N.J.S.A. 2A:42-10.15 to -10.17, to allow tenants who are about to be evicted for non-payment of rent, "to submit a rent payment," and thereby avoid eviction. See N.J.S.A. 2A:42-10.16a (the "Stack Amendment").[1] In this appeal, the issue presented is whether the rent payment must be in the amount set forth in the judgment of possession (JOP) or the amount of rent due at the time the tenant makes the payment. We interpret the Stack Amendment to allow the tenant to pay the amount set forth in the JOP, because the JOP is the judicial determination that allows a landlord to evict a tenant under the Anti-Eviction Act (the A-E Act), N.J.S.A. 2A:18-61.1 to -61.12.

Plaintiff Fairkings Partners, LLC (plaintiff or Fairkings) appeals from a May 9, 2024 order, which held that defendant Essence L. Daniels was required

[1] The amendment is known as the Stack Amendment because Senator Brian P. Stack was the primary sponsor of the legislation. The Stack Amendment has two sections: section one is set forth in N.J.S.A. 2A:42-10.16a; and section two is set forth in N.J.S.A. 46:8-49.3. Section two directs landlords to accept a rent payment made in accordance with N.J.S.A. 2A:42-10.16a.

to pay the amount of unpaid rent set forth in the JOP to avoid eviction. Because we agree with the trial court's interpretation of the Stack Amendment, we affirm.

I.

We discern the facts from the record, noting that the material facts related to the issue of statutory interpretation are not in dispute. Plaintiff owns a multi-building residential apartment complex, with ninety-nine rental units. In August 2023, Daniels signed a lease to rent an affordable housing apartment in the complex. The monthly rent was $1,029, and the lease stated that other charges, like certain utilities costs and fees, would be considered part of the rent.

On January 30, 2024, plaintiff filed a summary dispossession action seeking to evict Daniels for non-payment of rent. Plaintiff alleged that as of January 2024, Daniels owed $1,656.74 in unpaid rent, which included certain fees.

The trial was scheduled for March 18, 2024, but Daniels failed to appear. The following day, on March 19, 2024, plaintiff filed a request for the entry of a JOP by default and requested a warrant for Daniels' removal. In a certification filed in support of those applications, plaintiff represented that as of March 18, 2024, Daniels owed $5,482.31 in unpaid rent.

On April 4, 2024, the court entered a JOP by default and listed the amount of unpaid rent due as $5,482.31. That same day, Daniels filed an application seeking relief from the JOP. In her application, Daniels stated that she had sent two checks, each in the amount of $1,600, to plaintiff but those payments had not been applied to her past rent. She also represented that she had $1,500 that she could pay towards her unpaid rent and that she was seeking assistance from a social service organization to help her pay the remaining amount of the unpaid rent. Plaintiff opposed Daniels application for relief and claimed that she now owed $6,836.88 in unpaid rents.

On April 8, 2024, the trial court conducted a hearing on Daniels' post-JOP application. During that hearing, the trial court questioned whether the Stack Amendment requires a tenant to pay the amount listed in the JOP, or that amount plus any rent that accrued afterward, to remain in possession. The trial court appropriately allowed the parties to brief the issue and, therefore, the court stayed the JOP, established a briefing schedule, and directed the parties to appear for further argument on April 29, 2024.

After submitting supplemental papers, the parties appeared before the trial court on April 29, 2024. At the end of the hearing, the court reserved decision. Thereafter, on May 9, 2024, the trial court issued an order and accompanying

written opinion. In a thorough and well-reasoned decision, the court construed the Stack Amendment to require Daniels to pay the $5,482.31 specified in the JOP.

The trial court determined that the terms "rent payment" and "all rent due and owing" were not defined in the Stack Amendment or related statutes. The court, therefore, reasoned that it must interpret the Stack Amendment in its entirety and in harmony with the A-E Act. The trial court then interpreted the Stack Amendment as establishing a statutory scheme to allow tenants to make a rent payment that would avoid eviction and result in the dismissal of the JOP. The court reasoned that it would be illogical to construe the Stack Amendment to require a payment different from the amount set forth in the JOP. In that regard, the court determined that using a judicially fixed amount of rent payment would avoid uncertainty and disputes over what amount a tenant needed to pay to avoid eviction.

The court also held that if a landlord believed a tenant owes rent beyond the amount set forth in the JOP, the landlord could institute a new summary dispossession action under the A-E Act. Accordingly, the trial court stated:

> While the operative lease agreement between the parties may ultimately, and separately, oblige the tenant to pay a landlord an additional amount for rent accruing following the [JOP], such amounts are not part of the

> [JOP] and do not form the basis of the lockout for which the Stack Amendment provides relief. The Stack Amendment only requires a tenant to pay the amount of rent judicially determined to be due and owing as identified in the [JOP].

On May 17, 2024, Daniels filed a second post-JOP application representing she had paid plaintiff $5,483. That same day, the trial court held a telephonic conference and informed Daniels where the payment should be tendered. Thereafter, the case was marked as "disposed" in accordance with N.J.S.A. 2A:42-10.16a(b)(2).

Plaintiff now appeals from the May 9, 2024 order.

II.

On appeal, plaintiff contends that the trial court erred in interpreting the Stack Amendment. It argues that the Stack Amendment should be construed to require tenants to pay the amount of rent due on the day of the payment and should not be limited to the payment of the amount of rent due as judicially determined in the JOP. In support of that argument, plaintiff contends that the trial court erred in its interpretation by disregarding case law and historical procedures governing post-JOP applications. Plaintiff also asserts that the trial court's interpretation is contrary to court rules and will lead to judicial inefficiencies.

Daniels, in contrast, argues that the Stack Amendment establishes a new process that does not depend on the court's equitable powers to grant relief, but instead gives tenants a statutory right to avoid eviction and regain possession of their apartment by paying the amount set forth in the JOP. The Seton Hall University School of Law, Center for Social Justice, Housing Justice Project has filed an amicus curiae brief in support of Daniels' position. The amicus contends that (1) interpreting the Stack Amendment to require tenants to pay more than the amount determined in the JOP would create uncertainty and place an unfair and unreasonable burden on tenants; and (2) plaintiff's interpretation of the Stack Amendment would undermine the court's role in ensuring compliance with the A-E Act.[2]

This appeal requires us to interpret the Stack Amendment. That is a question of statutory interpretation, which we review de novo. Musker v. Suuchi, Inc., 260 N.J. 178, 185 (2025); Allstate N.J. Ins. Co. v. Lajara, 222 N.J. 129, 139 (2015).

[2] No party argues that the issue on appeal is moot. We agree that the issue is not moot, and even if it were, it involves a question of public importance that is likely to recur. See State v. Cassidy, 235 N.J. 482, 491 (2018) (quoting State v. Gartland, 149 N.J. 456, 464 (1997)) (explaining that courts "will entertain a case that has become moot when the issue is of significant public importance and is likely to recur").

"When interpreting a statute, [the] aim [is] to effectuate the Legislature's intent, which is best indicated by the statutory text." Keyworth v. CareOne at Madison Ave., 258 N.J. 359, 379 (2024) (citations omitted). "In construing statutory text, 'words and phrases shall be given their generally accepted meaning, unless that meaning is inconsistent with the clear intent of the Legislature or unless the statute provides a different meaning. Words in a statute should not be read in isolation.'" Id. at 379-80 (quoting Shelton v. Restaurant.com, Inc., 214 N.J. 419, 440 (2013)).

Accordingly, courts are to "read the statute[] in [its] entirety and construe 'each part or section . . . in connection with every other part or section to provide a harmonious whole.'" C.A. ex rel. Applegrad v. Bentolila, 219 N.J. 449, 459-60 (2014) (omission in original) (quoting State v. Marquez, 202 N.J. 485, 499 (2010)). "If the text's plain meaning is clear and unambiguous, 'we apply the law as written.'" Keyworth, 258 N.J. at 380 (quoting State v. J.V., 242 N.J. 432, 443 (2020)) (internal quotation marks omitted). "Conversely, if the text is ambiguous, 'we may turn to extrinsic evidence, including legislative history to aid our inquiry.'" Ibid. (quoting W.S. v. Hildreth, 252 N.J. 506, 518 (2023)).

It is "[a]n overriding principle of statutory construction" that courts must seek to "harmonize legislative schemes," Richter v. Oakland Bd. of Educ., 246

N.J. 507, 538-39 (2021), "in light of their purposes," Am. Fire & Cas. Co. v. N.J. Div. of Tax'n, 189 N.J. 65, 79-80 (2006) (citing St. Peter's Univ. Hosp. v. Lacy, 185 N.J. 1, 14 (2005)). "Whenever statutory analysis 'involves the [interpretation] of two or more statutes, [courts] seek to harmonize [them], under the assumption that the Legislature was aware of its actions and intended' for related laws 'to work together.'" N.J. Ass'n of Sch. Adm'rs v. Schundler, 211 N.J. 535, 555 (2012) (third alteration in original) (quoting State ex rel. J.S., 202 N.J. 465, 480 (2010)).

The specific question presented is what amount of rent must tenants pay to avoid eviction under the Stack Amendment. In construing the Stack Amendment, it is helpful to consider its purpose as it relates to the A-E Act.

A. The A-E Act.

Daniels' apartment is covered by the A-E Act because it is a unit within a ninety-nine-unit apartment complex. See N.J.S.A. 2A:18-61.1. A landlord may only evict a tenant from a premise covered by the A-E Act for one of the specified grounds identified in that statute. See Green v. Morgan Props., 215 N.J. 431, 450 (2013).

In enacting the A-E Act, the Legislature explained its purpose: "[t]his Act shall limit the eviction of tenants by landlords to reasonable grounds and provide

that suitable notice shall be given to tenants when an action for eviction is instituted[.]" A.P. Dev. Corp. v. Band, 113 N.J. 485, 492 (1988) (quoting Sponsors' Statement to A. 1586 (Apr. 16, 1974)). Accordingly, "the Act protects residential tenants from unreasonable evictions by setting forth the bases on which and the manner in which a tenant may be evicted." Green, 215 N.J. at 446 (citing N.J.S.A. 2A:18-61.1).

One of the grounds for which a tenant may be evicted is non-payment of rent. N.J.S.A. 2A:18-61.1(a). In this matter, Fairkings, as the landlord, relied on non-payment of rent in seeking Daniels' eviction. In relevant part, the A-E Act states:

> No lessee or tenant . . . may be removed by the Superior Court from any house, building, mobile home or land in a mobile home park or tenement leased for residential purposes . . . except upon establishment of one of the following grounds as good cause:
>
> a. The person fails to pay rent due and owing under the lease whether the same be oral or written . . . .
>
> [N.J.S.A. 2A:18-61.1(a).]

The A-E Act also assists landlords "by providing an efficient and inexpensive way to evict a tenant and regain possession of the leased premises when appropriate." Green, 215 N.J. at 447. Under the A-E Act, a landlord can bring a summary dispossession action, and if the landlord proves that the tenant

has failed to pay rents due, the landlord can obtain a JOP. See id. at 447-49. The JOP allows the landlord to evict the tenant because, after a JOP is entered, the landlord can obtain a warrant of removal. See N.J.S.A. 2A:18-57.

Significantly, in issuing the JOP, the court must include the amount of rent that is due and owing. Green, 215 N.J. at 449. "That sum fixes the amount that the tenant may post into court or pay to the landlord in order to prevent the eviction from taking place." Ibid. See also R. 6:3-4(c) (explaining that in summary actions for possession the landlord must use a specific form of complaint and that form has a provision notifying tenants that they can move to dismiss the complaint by paying the rent due on or before the trial date). The amount of rent due as set forth in the JOP "thus protects the tenant by identifying the sum the tenant must pay or post to prevent the eviction." Ibid.

B. The Stack Amendment.

Enacted in 2019 and effective March 1, 2020, the Stack Amendment amended the Notice Act and gives tenants the right to avoid eviction for non-payment of rent after a landlord has obtained a JOP under the A-E Act. In that regard, section one of the Stack Amendment states:

> a. In an eviction action for nonpayment of rent, pursuant to subsection a. of section 2 of P.L.1974, c. 49 (C.2A:18-61.1), the court shall provide a period of three business days after the date on which a warrant

> for removal is posted to the unit or a lockout is executed due to nonpayment of rent, for the tenant to submit a rent payment. A late fee shall not be imposed in excess of the amount set forth in the application for a warrant for removal if all rent due and owing is paid within the three business day period established by this subsection.
>
> b. (1) A landlord shall accept all payments of rent made by a tenant within the three business day period established by subsection a. of this section and upon payment of the rent due and owing, within two business days thereafter, the landlord shall provide the court with written notice that the rent due and owing was paid. A copy of this notice shall be provided to the tenant.
>
> (2) Upon receipt of the written notice as provided in this subsection, the court shall dismiss with prejudice the action for nonpayment of rent.
>
> (3) If the tenant makes a timely payment within the three business day period established by subsection a. of this section, and the landlord fails to provide the court with written notice of the rent payment, the tenant may file a motion to dismiss with prejudice the action for nonpayment of rent upon notice to the landlord.
>
> [N.J.S.A. 2A:42-10.16a.]

Section two of the Stack Amendment amended Title 46 and requires landlords to accept rent payments made in accordance with section one of the Stack Amendment. N.J.S.A. 46:8-49.3. Section two also provides that if a

landlord violates any provision in section one, the landlord could be "subject to a penalty of not more than $500 for each offense." Ibid.

C. Interpreting the Rent Due Under the Stack Amendment.

The question here concerns interpreting "a rent payment" as used in the Stack Amendment. See N.J.S.A. 2A:42-10.16a. The plain language of the first sentence in the Stack Amendment is clear in stating that the court must allow a tenant three days to submit a rent payment to the landlord to avoid eviction and regain possession of the premises. Thus, the sentence states: "In an eviction action for nonpayment of rent . . . the court shall provide a period of three business days after the date on which a warrant for removal is posted to the unit or a lockout is executed due to nonpayment of rent, for the tenant to submit a rent payment." N.J.S.A. 2A:42-10.16a(a).

The Stack Amendment does not define or identify the amount of the "rent payment" the tenant must submit. Moreover, the term "rent payment" is not a defined term in the A-E Act or related eviction statutes.

Nevertheless, when the Stack Amendment is read in context with the A-E Act, the most logical interpretation is that the Legislature meant the tenant can pay the amount fixed in the JOP. The Stack Amendment expressly links the rent payment to the warrant of removal. See N.J.S.A. 2A:42-10.16a(a). The warrant

of removal can only be issued after a JOP is entered. The JOP, in turn, fixes the rent due as determined by a court.

Moreover, because the Stack Amendment was designed to enable tenants to remain in possession of the premises, it is reasonable to conclude that the "rent payment" refers to the amount specified in the JOP, as this is the sum that originally justified the landlord's repossession. See N.J.S.A. 2A:42-10.16a; N.J.S.A. 2A:18-61.1a(d). Further, as the trial court correctly reasoned, it would not make sense to allow the tenant a three-business-day period after a warrant of removal is posted or a lockout occurs to make a payment, and then not accept that payment because by that time there will be at least three days of additional rent due.

Our interpretation is consistent with the Legislature's remedial purpose in enacting the A-E Act and the Stack Amendment. The New Jersey Supreme Court has explained that the A-E Act was "designed to protect residential tenants against unfair and arbitrary evictions by limiting the bases for their removal." Maglies v. Est. of Guy, 193 N.J. 108, 121 (2007) (quoting 447 Assocs. v. Miranda, 115 N.J. 522, 528 (1989)). Moreover, the Court has recognized that the A-E Act is "remedial legislation" and should "be liberally construed to

protect the rights of tenants, with all doubts resolved in favor of the tenant." Cashin v. Bello, 223 N.J. 328, 336 (2015).

Requiring tenants to pay more than the amount set forth in the JOP would create uncertainty and could impose unreasonable financial burdens on residential tenants. The tenant only has three business days to make the payment. Accordingly, the tenant needs to know the exact amount of the payment. If the landlord can demand rent greater than set forth in the JOP, there could be circumstances where tenants are required to pay amounts that include costs and fees beyond what is allowed in a lease. As recognized by the Court, explicitly identifying the amount a tenant must pay to remain in possession allows tenants to better understand their financial obligations and make informed decisions to prevent eviction. In that regard, the Court has remarked:

> [T]he amount due to prevent eviction should be explicitly itemized in the pleadings and should be limited so as not to include any requests or demands for money to be owed, such as future rent. The clarity we recommend . . . will provide tenants with a comprehensive understanding of the debts they owe and will permit them to make informed decisions as they seek to fulfill payment obligations and utilize the [statute's] protections.
>
> [Hodges v. Sasil Corp., 189 N.J. 210, 232 (2007).]

See also Green, 215 N.J. at 449; Midland Funding, L.L.C. v. Giambanco, 422 N.J. Super. 301, 312 (App. Div. 2011) (quoting Cmty. Realty Mgmt., Inc. for Wrightstown Arms Apartments v. Harris, 155 N.J. 212, 228 (1998)) (explaining "a person should be able to read a judgment . . . and glean what relief was granted, thereby avoiding future disputes").

D. Plaintiff's Positions.

Plaintiff challenges the trial court's interpretation of the Stack Amendment, particularly with respect to the term "rent payment." It argues that when the Legislature used the words "all rent due and owing," it was referring to the amount due at the time of payment. N.J.S.A. 2A:42-10.16a.

We reject that interpretation because it takes the words out of context. In subsection (a) of the Stack Amendment, the words "all rent due and owing" are used in connection with "the amount set forth in the application for a warrant for removal[.]" N.J.S.A. 2A:42-10.16a(a). Subsection (b)(1) of the Stack Amendment discusses the landlord's obligation to accept the rent payment from the tenant. It then states that "upon payment of the rent due and owing, within two business days thereafter, the landlord shall provide the court with written notice that the rent due and owing was paid." N.J.S.A. 2A:42-10.16a(b)(1). Subsection (b)(2) then states: "Upon receipt of the written notice as provided in

this subsection, the court shall dismiss with prejudice the action for nonpayment of rent." N.J.S.A. 2A:42-10.16a(b)(2). Therefore, read in context, the words "rent due and owing" refer to the amount of rent set forth in the JOP, which is the basis for the eviction.

Plaintiff also cites Housing Authority of Morristown v. Little and argues the case supports its interpretation. 135 N.J. 274 (1994). In Little, the Housing Authority of the Town of Morristown (the Authority) filed a summary dispossession action against Little in April 1992 based on her failure to pay rent. Id. at 278. Little failed to appear at the eviction proceeding and the Authority obtained a JOP by default. Ibid. The Authority subsequently filed a request for a warrant of removal, and the warrant was executed. Ibid. Little then offered to pay the Authority the full balance that she owed as of June 1992, but the Authority refused to accept payment, explaining that it did not wish to continue her tenancy. Id. at 278-79.

The trial court in Little vacated the JOP, basing its decision on the equitable grounds set forth in Rule 4:50-1, including Little's payment of "the full amount of rent due." Id. at 279. The Supreme Court of New Jersey agreed, explaining that the trial court had properly considered, among other factors,

"that Little, within three days after execution of the warrant of removal, had been able to pay to the Authority the entire amount of rent due." Id. at 291.

Plaintiff argues that under Little a tenant must pay the full amount of rent due at the time he or she attempts to tender payment to obtain relief. We are not persuaded because the Stack Amendment establishes a new process that does not depend on the court's equitable powers to grant relief under Little. Instead, under the Stack Amendment, the Legislature has given tenants a statutory right to regain possession by paying the amount set forth in the JOP.

Finally, plaintiff contends that affirming the trial court's decision conflicts with both the applicable court rules and the doctrine of judicial economy. It cites to Rule 6:3-4 and a landlord's right to pursue a summary dispossession action to evict a tenant for nonpayment of rent. Plaintiff argues that, instead of receiving the prompt and final resolution intended by law, upholding the trial court's interpretation of the Stack Amendment will force landlords to file new actions to recover the amount owed between the entry of the JOP and the payment by the tenant. It contends that this approach undermines the purpose of the summary dispossession procedure and is at odds with the doctrine of judicial economy.

We disagree because using the amount specified in the JOP promotes judicial economy. If the tenant agrees with the JOP amount and pays it within the statutorily prescribed time, the landlord is required to accept the payment and dismiss the eviction case. This clear process streamlines resolution and minimizes unnecessary disputes. If the tenant cannot pay the JOP amount within three days, the landlord will regain possession. If the tenant can pay the JOP amount, the tenant can continue to occupy the premises, and the landlord can, as usual, pursue a separate action to recover any outstanding rent due. See Hodges v. Feinstein, Raiss, Kelin & Booker, LLC, 383 N.J. Super. 596, 614 n.5 (App. Div. 2006) (explaining "[l]andlords may certainly pursue those charges and fees in a small claims action after they are dismissed in the summary dispossess proceeding upon payment of the rent"). This approach conserves judicial resources, lowers legal costs for all parties, and ensures more prompt adjudication of disputes.

Affirmed.

I hereby certify that the foregoing is
a true copy of the original on file in
my office.

M.C. Harley

Clerk of the Appellate Division

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015611977
Attorney for Plaintiff

LARRY S. LOIGMAN, Esq., Plaintiff, *v.* DEPUTY CLERK OF SUPERIOR COURT, MONMOUTH COUNTY, Defendant	SUPERIOR COURT OF NEW JERSEY LAW DIVISION MONMOUTH COUNTY Docket No. CIVIL ACTION VERIFIED COMPLAINT IN LIEU OF PREROGATIVE WRITS

Larry S. Loigman, Esq., an Attorney at Law of the State of New Jersey, by way of Verified Complaint in lieu of prerogative writs, says:

1. Plaintiff is an attorney at law of the State of New Jersey, with an office for the private practice of law located at 110 State Highway 35, Middletown. He was admitted to the bar in 1977 and has been engaged in the practice of law since that time.

2. A substantial part of Plaintiff's practice involves landlord-tenant matters, including the filing of complaints for eviction of residential tenants pursuant to N.J.S.A. 2A:18-61.1 et seq. Plaintiff handles cases in a number of vicinages throughout the State, including the Monmouth Vicinage.

3. Plaintiff regularly is engaged by clients to prepare landlord-tenant complaints in summary dispossession actions, and, after such complaints are prepared by him and verified by the client, Plaintiff files same electronically, through the Judiciary eCourts system, with the appropriate vicinage.

4. R. 1:5-6(c) provides, in pertinent part:

> (c) Nonconforming Papers. The clerk shall file all papers presented for filing and may notify the person filing if such papers do not conform to these rules, except that
>
> (1) the paper shall be returned stamped "Received but not Filed (date)" if it is presented for filing unaccompanied by any of the following:
>
> (A) the required filing fee; or
>
> (B) a completed Case Information Statement as required by R. 4:5-1 in the form set forth in Appendices XII-B1 or XII-B2 to these rules; or
>
> (C) in Family Part actions . . .; or
>
> (D) the signature of an attorney permitted to practice law in this State pursuant to R. 1:21-1 or the signature of a party appearing pro se, provided, however, that a pro se appearance is provided for by these rules; or
>
> (E) a certification of title search as required by R. 4:64-1(a) and the certifications of diligent inquiry and of accuracy as required by R. 4:64-1(a)(2) and (3).
>
> If a paper is returned under this rule, it shall be accompanied by a notice advising that if the paper is retransmitted together with the required signature, document or fee, as appropriate, within ten days after the date of the clerk's notice, filing will be deemed to have been made on the stamped receipt date.
>
> * * *

5. R. 6:3-4 provides, in pertinent part:

> (a) No Joinder of Actions. Summary actions between landlord and tenant for the recovery of premises shall not be joined with any other cause of action, nor shall a defendant in such proceedings file a counter-claim or third-party complaint. A party may file a single complaint seeking the possession of a rental unit from a tenant of that party and from another in possession of that unit in a summary action for possession provided that (1) the defendants are separately identified by name or as otherwise permitted by R. 4:26-5(c) or (d) and R. 4:26-5(e), and (2) each party's interests are separately stated in the complaint.
>
> (b) Acquisition of Title From Tenant; Option to Purchase. When the landlord acquired title from the tenant or has given the tenant an option to purchase the property, the complaint shall recite those facts.
>
> (c) Form of Complaint in Residential Cases. Complaints in summary actions for possession of residential premises must be in the form set forth in Appendix XI-X to these Rules. The amount of rent owed for purposes of the dispossess action can include only the amount that the tenant is required to pay by federal, state or local law and the lease executed by the parties.
>
> * * *

6. Paragraph (c) was amended on July 31, 2025, to be effective September 1, 2025. The history of that paragraph shows the following (prior text, deleted on September 1, 2025, shown as strike-through; new text, effective September 1, 2025, shown as underscored):

> (c) Form of Complaint in Non-Payment Residential Cases. Complaints in summary actions for possession of residential premises ~~based on non-payment of rent must be verified in accordance with R. 1:4-7, must expressly state the owner's identity, the relationship of the plaintiff to the owner, the amount of rent owed as of the date of the complaint and that if this amount and any other rent that comes due is paid to the landlord or the clerk at any time before the trial date, or before 4:30 p.m. on the day of trial, the case will be dismissed~~ must be in the form set forth in Appendix XI-X to these Rules. The amount of rent owed for purposes of the dispossess action can include only the amount that the tenant is required to pay by federal, state or local law and the lease executed by the parties. ~~The complaint shall be substantially in the form set forth in the model verified complaint contained in Appendix XI-X to these Rules.~~

7. Form XI-X is not accompanied by any specific instructions as to its completion, or any statement as to the consequences for completion in a manner other than that deemed adequate by Defendant.

8. Rather than immediately filing the complaints submitted by Plaintiff, setting a trial date, and causing the summons and complaint to be served, Defendant has established a protracted screening process wherein complaints are reviewed.

9. Although Plaintiff utilizes the form contained in Appendix XI-X (CN-11252) and provides the data required to input a case in the eCourts system, Defendant has routinely rejected the complaints which he has submitted.

10. Such rejections are often based on putative deficiencies or discrepancies, which are not defined as non-conformities under any applicable statute, Rule, or administrative directive; see Kimm v. Cha, 335 N.J.Super. 262, 264 n.1 (App.Div., 2000), certif. den. 167 N.J. 632 (2001); White v. Katz, 261 N.J.Super. 672 (App.Div., 1993).

11. By way of example and not by way of limitation, Defendant has recently rejected complaints due to:

a. The absence of the words "New Jersey" in the address, otherwise complete, of the attorney filing the complaint;

b. The absence of the words "New Jersey" in the address, otherwise complete, of the premises which are the subject of the complaint;

c. The absence of a check mark in one or more boxes on the complaint.

12. The rejection of the complaints results in costly delays to Plaintiff's clients, who are required to wait for an additional period of time before the complaint is listed for trial while the "corrections" are submitted and reviewed.

13. In accordance with a Notice to the Bar, "2025 Omnibus Rule Amendment Order & Supreme Court Action on Non-rule Recommendations (Civil, Criminal, Family)," dated August 8, 2025:

> The Court has amended Rule 6 :2-1 to require notice to the parties of the trial date 21 days (rather than five weeks) after service of the summons and has amended Appendix XI-B to include in the summons the trial date, time, and location.

14. Defendant, however, schedules trial at least five weeks, and often six weeks, after submission of complaints on eCourts.

15. N.J.S.A. 2B:3-4 provides, "The Superior Court of New Jersey may be sued by naming the Clerk of the Superior Court as the representative of the court. The Clerk shall not be individually liable for any costs or fees, nor subject to a personal judgment." Accordingly, this litigation does not seek any personal judgment or individual liability against Defendant.

WHEREFORE, Plaintiff demands judgment:

A. Ordering and directing Defendant to conform to all applicable statutes and Rules as to the processing and filing of complaints;

B. Ordering and directing Defendant to file and docket complaints immediately upon receipt, and to cause the summons and complaint to be served on defendants named therein within 3 business days from the date that the complaint was submitted through the eCourts system;

C. Ordering, declaring and adjudging that the rejection of complaints for any reason, other than those explicitly set forth in an applicable statute or Rule, is unlawful and, accordingly, prohibited;

D. For such other and further relief as may be just and equitable;

E. For costs and fees.

SECOND COUNT

1. Plaintiff repeats the allegations of the First Count hereof as if more fully set forth at length at this point.

2. In rejecting complaints filed by Plaintiff, or delaying or deferring their processing, Defendant has acted in an arbitrary, capricious, unreasonable, irrational, random and inconsistent manner.

3. In rejecting complaints filed by Plaintiff, or delaying or deferring their processing, Defendant has attempted to impose requirements which are not contained in any applicable statute, Rule or administrative directive, thereby usurping the authority of the Supreme Court, and assuming and arrogating unto itself the power of the Supreme Court.

4. As explained by an authoritative treatise,

> These court rules are promulgated by the Supreme Court pursuant to the New Jersey Constitution, N.J.Const., Art. VI, sec. II, para. 3, which confers upon the Court the exclusive rule-making authority with respect to practice and procedure. Winberry v. Salisbury, 5 N.J. 240, 255 (1950), cert. den. 340 U.S. 877 (1950) . . .

Pressler, Current N.J. Court Rules (Gann, 2026), Comment, R. 1:1-1.

5. The purpose of the court rules, as promulgated by the Supreme Court for the governance of procedure in every vicinage, is to establish a uniform and efficient system of administration, so that attorneys and litigants will not be compelled to deal with a patchwork of local rules; Shambry v. NJ Tran. Bus Operations, 307 N.J.Super. 390, 395 (App.Div., 1998); Cunningham v. Rummel, 223 N.J.Super. 15, 18-19 (App.Div., 1988).

6. The improper actions of Defendant are an obstacle to uniformity and efficiency, and must be discontinued.

WHEREFORE, Plaintiff demands judgment:

A. Ordering and directing Defendant to conform to all applicable statutes and Rules as to the processing and filing of complaints;

B. Ordering and directing Defendant to file and docket complaints immediately upon

receipt, and to cause the summons and complaint to be served on defendants named therein within 3 business days from the date that the complaint was submitted through the eCourts system;

C. Ordering, declaring and adjudging that the rejection of complaints for any reason, other than those explicitly set forth in an applicable statute or Rule, is unlawful and, accordingly, prohibited;

D. For such other and further relief as may be just and equitable;

E. For costs and fees.

THIRD COUNT

1. Plaintiff repeats the allegations of the First and Second counts hereof as if more fully set forth at length at this point.

2. Other vicinages throughout the State do not impose the requirements as to complaints which are imposed by Defendant in the Monmouth vicinage.

3. Other vicinages throughout the State promptly schedule cases for trial upon receipt of the complaint submitted through eCourts.

4. In seeking to impose additional, different, divergent, or unauthorized requirements as to complaints, Defendant has acted in a manner that denies Plaintiff, other attorneys, and litigants, the equal protection of the laws, U.S. Const., Amdt. XIV.

5. In seeking to impose additional, different, divergent, or unauthorized requirements as to complaints, Defendant has acted in a manner that denies Plaintiff, other attorneys, and litigants, due process of law, U.S. Const., Amdt. V, Amdt. XIV.

6. In scheduling cases for trial on a delayed or deferred basis, Defendant has acted in a manner that denies Plaintiff, other attorneys, and litigants, the equal protection of the laws, U.S. Const., Amdt. XIV.

7. In scheduling cases for trial on a delayed or deferred basis, Defendant has acted

in a manner that denies Plaintiff, other attorneys, and litigants, due process of law, U.S. Const., Amdt. V, Amdt. XIV.

WHEREFORE, Plaintiff demands judgment:

A. Ordering and directing Defendant to conform to all applicable statutes and Rules as to the processing and filing of complaints;

B. Ordering and directing Defendant to file and docket complaints immediately upon receipt, and to cause the summons and complaint to be served on defendants named therein within 3 business days from the date that the complaint was submitted through the eCourts system;

C. Ordering, declaring and adjudging that the rejection of complaints for any reason, other than those explicitly set forth in an applicable statute or Rule, is unlawful and, accordingly, prohibited;

D. For such other and further relief as may be just and equitable;

E. For costs and fees.

FOURTH COUNT

1. Plaintiff repeats the allegations of the First, Second and Third counts hereof as if more fully set forth at length at this point.

2. It is the practice, pattern, custom, habit and routine of Defendant to deny Plaintiff, other attorneys, and litigants, the equal protection of the laws to which they are entitled, as more fully described herein.

3. It is the practice, pattern, custom, habit and routine of Defendant to deny Plaintiff, other attorneys, and litigants, due process of law, as more fully described herein.

WHEREFORE, Plaintiff demands judgment:

A. Ordering and directing Defendant to conform to all applicable statutes and Rules as to the processing and filing of complaints;

B. Ordering and directing Defendant to file and docket complaints immediately upon receipt, and to cause the summons and complaint to be served on defendants named therein within 3 business days from the date that the complaint was submitted through the eCourts system;

C. Ordering, declaring and adjudging that the rejection of complaints for any reason, other than those explicitly set forth in an applicable statute or Rule, is unlawful and, accordingly, prohibited;

D. For such other and further relief as may be just and equitable;

E. For costs and fees.

VERIFICATION

Larry S. Loigman, Esq., by way of Certification in lieu of affidavit, says:

1. I am the Plaintiff herein, and I prepared the foregoing Complaint based on my own personal knowledge of the facts set forth in said Complaint.

2. The allegations in the foregoing Complaint are true.

I do hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.

/s/ Larry S. Loigman
LARRY S. LOIGMAN, Esq.
Attorney for Plaintiff

December 31, 2025

Civil Case Information Statement

Case Details: MONMOUTH | Civil Part Docket# L-000001-26

Case Caption: LOIGMAN LARRY VS DEPUTY CLERK OF SUPE RIOR COUR
Case Initiation Date: 01/01/2026
Attorney Name: LARRY S LOIGMAN
Firm Name: LARRY S. LOIGMAN
Address: 110 HIGHWAY 35 P.O. BOX 97
MIDDLETOWN NJ 07748
Phone: 7328429292
Name of Party: PLAINTIFF : Larry S Loigman
Name of Defendant's Primary Insurance Company
(if known): None

Case Type: ACTIONS IN LIEU OF PREROGATIVE WRITS
Document Type: Complaint
Jury Demand: NONE
Is this a professional malpractice case? NO
Related cases pending: NO
If yes, list docket numbers:
Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO
Does this case involve claims related to COVID-19? NO

Are sexual abuse claims alleged by: Larry S Loigman? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? NO

If yes, is that relationship:

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO
If yes, please identify the requested accommodation:

Will an interpreter be needed? NO
If yes, for what language:

Please check off each applicable category: Putative Class Action? NO **Title 59?** NO **Consumer Fraud?** NO **Medical Debt Claim?** NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b)

01/01/2026
Dated

/s/ LARRY S LOIGMAN
Signed

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About the Panelists…

Michael A. DeMarco is an associate with Cohen Marraccini, LLC in Southampton, Pennsylvania. Prior to joining his current firm he was an associate with Goldstein Kelin LLC, where he represented commercial and residential multi-property owners, managers and developers in landlord/tenant litigation, commercial litigation, housing discrimination, debt collection, municipal court and appeals before municipal agencies, county construction boards and the New Jersey Department of Community Affairs.

Mr. DeMarco is admitted to practice in New Jersey and New York, and is a member of the New Jersey State Bar Association. Earlier in his career he was an associate with Tobia & Sorger, Esqs.

Mr. DeMarco received his B.A. from Montclair State University and his J.D. from New York Law School.

Robert W. Evans is an associate with Perlow Muller LLC in Clifton, New Jersey, where he concentrates his practice in landlord-tenant and real estate matters.

Mr. Evans received his undergraduate degree from Rutgers University and his J.D. from Rutgers Law School-Newark.

Robyn Latman, the Law Office of Robyn Latman in Springfield, New Jersey, concentrates her practice in the representation of landlords in residential and commercial landlord-tenant matters. She regularly appears in Landlord Tenant Court, the Civil Division and Municipal Court.

Ms. Latman is admitted to practice in New Jersey and New York. She has been a member of the New Jersey State Bar Association's Special Civil Part Committee and the Statewide Coordinating Committee for Implementation of Special Civil Part Best Practices. A volunteer for New Jersey's Reentry Corporation, she has also volunteered for summer camps and week-long adventure experiences that benefit children and young adult cancer survivors.

Ms. Latman is a graduate of The American University and New York Law School.

Honorable Stephen L. Petrillo, J.S.C. was appointed to the bench in 2016 as a Superior Court Judge, Essex County, and sits in Newark, New Jersey. Originally assigned to the Family Part, Chancery Division, he was assigned to the Law Division as the designated Supervising Judge of the Special Civil Part and in 2024 was assigned to the Complex Business Litigation Program. He has authored two published opinions on landlord tenant and ejectment issues and from March to June 2022 was temporarily assigned to the Appellate Division, where he authored 12 opinions and participated in numerous panel decisions.

Judge Petrillo has been Vice Chair of the New Jersey Supreme Court Special Civil Part Rules Committee and the New Jersey and New York State Bar Associations. A frequent lecturer on landlord tenant issues inside and outside the judiciary, he is a former Adjunct Professor at Seton Hall University School of Law, where he taught appellate advocacy. He is the author of "If You

Build It, They Will Sue: Construction Defect Litigation in the Garden State and the Trend of Alternate Dispute Resolution" (*Defense Digest*, Vol. 11, No. 4, December 2005).

Judge Petrillo received his B.A. from Thomas Edison State College and his J.D. from Rutgers School of Law-Newark, where he was Champion and Best Oralist, David I. Cohn Moot Court Competition, and an Appellate Advocacy Fellow.

Harrison Stokes is an associate with Ehrlich Petriello Gudin Plaza & Reed P.C. in the firm's Newark, New Jersey, office, where he concentrates his practice in civil litigation, including landlord-tenant matters.

Admitted to practice in New Jersey, Mr. Stokes received his undergraduate degree from Southern Virginia University and his J.D. from Rutgers School of Law-Camden.

Sung Lo Yoon is a senior associate with Ehrlich Petriello Gudin Plaza & Reed P.C. in the firm's Newark, New Jersey, office, where he concentrates his practice in civil litigation, including commercial, real estate and landlord-tenant matters.

Mr. Yoon is admitted to practice in New Jersey and New York, and before the United States District Court for the Southern District of New York. He is a member of the New Jersey State, New York State, Bergen County, Essex County and New York City Bar Associations as well as the Korean American Lawyer's Association of Greater New York. He is a former Staff Attorney for Northeast New Jersey Legal Services, where he focused in landlord-tenant and other housing issues as well as family law matters.

Mr. Yoon received his B.A. from Brandeis University, was a Visiting Student at Fordham University College of Law and received his J.D. from the University of Toledo School of Law.