

NEW JERSEY JUDICIARY
INFORMATION
FOR
TENANTS



Superior Court of New Jersey
Law Division
Special Civil Part
Landlord/Tenant Section

Most disputes between landlords and tenants are resolved by the Landlord/Tenant Section of the New Jersey Superior Court, Special Civil Part (“Landlord/Tenant Section”).

This brochure gives you general information about the Landlord/Tenant Section. It is not intended to provide or take the place of legal advice or to answer every question you may have about this court.

For legal advice about your rights, you should contact a lawyer. If you do not have a lawyer, you may contact the Lawyer Referral Service of your County Bar Association. If you cannot afford an attorney, you may contact the Legal Services Program in your county to see if you are eligible for free legal services.

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

Typical Landlord and Tenant Complaints

The following is a general list of some of the reasons a landlord may file a complaint in the Landlord/Tenant Section:

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

Before filing some complaints, a landlord must give a tenant written notice to stop (cease) the particular conduct. Only when a tenant continues that conduct after notice to stop can a landlord try to have the tenant evicted.

Also, complaints for something other than non-payment of rent generally require the landlord to give the tenant notice the tenancy has ended.

A landlord cannot file a complaint in the Landlord/Tenant Section to collect the unpaid rent after receiving a judgment for possession. Claims to collect back rent must be filed in the regular Special Civil Part or Small Claims Section, depending upon the amount of rent owed.

Settlements

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

Preparation for Trial

As the tenant, you must come to court to defend the case being made against you. You cannot file a written answer. Bring with you any witnesses you need to prove your case. A written statement, even if made under oath, cannot be used in court. Only actual testimony of the witnesses will be allowed. Prepare your questions for the witnesses in advance.

Bring to court all records that will help you prove your case. Such records may include:

- Rent receipts, cancelled checks, money orders.
- Leases.
- Letters and notices to or from the landlord.
- Photographs.
- Other documents that you believe will help you defend the case being made against you.

If you have not paid rent because the landlord did not make necessary repairs or perform necessary maintenance, you have to prove to the court that the problems are serious and how they are affecting your use of the rental premises. If you have not paid rent for this or any other reason, you should still bring to court the amount of rent the landlord claims you owe.

Only cash, certified check or money order made payable to the *Treasurer, State of New Jersey* are acceptable. No personal checks can be accepted.

Day of Trial

Both the tenant and landlord must come to court at the time and date stated on the summons unless otherwise notified by the court. Bring all evidence and witnesses needed to defend yourself. You will have to let the court know you are present for the trial.

On the trial date, the court will announce all of the cases listed for trial that day so the court knows who is present. One of the following may occur:

1. TRIAL- If the parties cannot settle their case, there will be a trial and the judge will either grant or deny judgment for possession to the landlord.
2. SETTLEMENT- The court will encourage the landlord and tenant to settle their case voluntarily. In order for settlements to be enforceable, certain certifications by the landlord and the landlord's attorney (if there is an attorney) must be filed with the court. It is important the parties understand what they have agreed to in their settlement.
3. DISMISSAL- If the landlord does not appear, the case will be dismissed.
4. DEFAULT- If the landlord appears but the tenant does not, this may result in your eviction.

Judgment for Possession / Warrant of Removal

If judgment for possession is entered, the landlord will be able to have the tenant evicted by a Special Civil Part Court Officer ("Court Officer"). A landlord cannot personally evict a tenant. Only a Court Officer can evict a tenant.

A warrant of removal can be issued after the expiration of 3 **business** days (not including the court day) from the date the judgment for possession is entered. In the case of a seasonal rental, however, the warrant must be issued within 2 days from the day the judgment for possession is entered. Once the warrant of removal is served on a residential tenant, the landlord must wait 3 business days (which are Mondays through Fridays, excluding legal holidays) before an eviction can be scheduled. A commercial tenant, however, can be evicted when the warrant is served.

A tenant may promptly apply to the court (1) to vacate the judgment, (2) to grant more time to move out, or (3) for a hardship stay which may stop the eviction. To request such relief, please contact the Special Civil Part Clerk's Office. A tenant can apply for a hardship stay up to 10 days after the tenant has been evicted. The tenant is required to notify the landlord of the application to have the eviction stayed. When applying for a hardship stay, the tenant may be required to pay all rents owed into court, plus costs. Additionally, the tenant may be required to pay all future rents into court when due, or as otherwise ordered by the judge, for the duration of the stay.

Enforcement of Settlements and Consent Judgments

To enforce a settlement or consent judgment the landlord or tenant must file a certification, which is a formal statement of the facts of the breach (violation) and the desired relief. A copy of the certification must be sent to the other party and the other party's attorney (if there is one) by regular mail or, if directed to a tenant, it may be posted on the door of the premises.

Residential Security Deposit

New Jersey law prohibits a landlord from requiring more than 1½ times the monthly rent as security. Security deposits are generally required to pay for the repair of damage to the leased premises that are more than the cost of normal maintenance.

Security deposits must be deposited by the landlord into an interest bearing account within 30 days of receipt. The landlord must notify the tenant in writing of the name and address of the depository bank, the amount deposited, the type of account and the current rate of interest for that account, and annually thereafter. If the landlord fails to provide this information to the tenant in writing within 30 days of: (1) the receipt of the security deposit, (2) moving the deposit to another account or bank, (3) the merger of the bank with another bank, (4) the sale of the property or at the time of each annual interest payment, the tenant may apply the security deposit and any accrued interest toward rent. Tenants must notify the landlord in writing by certified mail if they are doing so. If the tenant is going to apply the security deposit to rent because the landlord failed to pay annual interest in cash to the tenant or failed to provide the tenant with the annual update of the account information, the landlord has 30 days to rectify these failures.

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

If the landlord wishes to use the security deposit to pay for damage or rent owed, the landlord must notify the tenant in writing within 30 days after the tenant has vacated the rental premises. It is the responsibility of tenants to provide the landlord with their new address.

Illegal Lockout

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

Arrangements must be made with the Court Officer assigned to the case to evict the tenant and the tenant's belongings. It is illegal for a landlord to force a tenant out by refusing access,

shutting off utilities, changing the locks or padlocking the premises. Also, a landlord cannot take possession of a tenant's personal belongings or furniture in an attempt to force the tenant to pay rent.

If a landlord illegally evicts a tenant from the tenant's rental premises, the tenant may file a complaint and order to show cause in the Special Civil Part and be put back in the rental premises by the judge. In addition, the tenant may be awarded money damages.

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