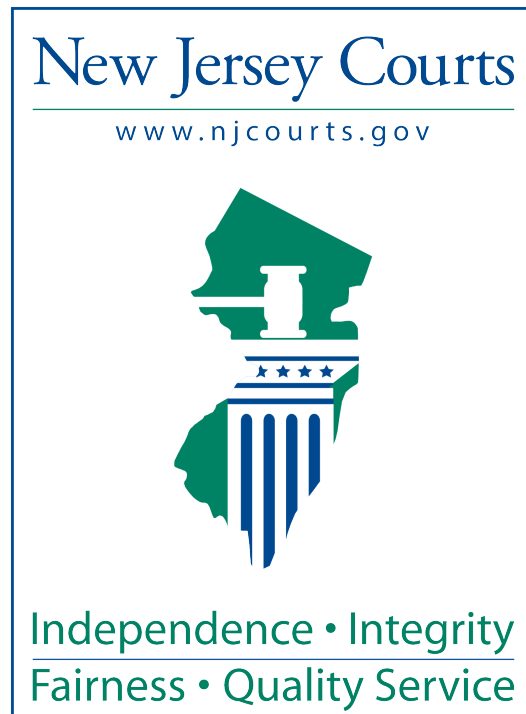


**New Jersey Judiciary**

**Information for**

**Residential Tenants**



**Superior Court of New Jersey**

**Law Division**

**Special Civil Part**

**Landlord/Tenant Section**

In New Jersey, you cannot be evicted without a judgment (court decision) from the New Jersey Superior Court. You have the right to appear in court to defend yourself against an eviction in the landlord/tenant section of the Superior Court of New Jersey, Special Civil Part.

This brochure gives you general information about your rights as a tenant and how eviction proceedings can happen. It is not intended to take the place of legal advice and it cannot answer every question you might have about your situation. Situations involving commercial rental units, seasonal rentals or rentals where the owner lives on-site and there are only one or two rental units, could be subject to additional laws.

If you want legal advice, you should contact a lawyer. If you do not have a lawyer, your county bar association can help you to find a lawyer. If you cannot afford a lawyer, contact Legal Services of New Jersey (LSNJ) to see if you are eligible for free legal services.

A tenant or landlord who 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.

## Reasons a Landlord Can Evict You

The following is a list of some of the reasons a landlord could request to have you evicted:

- You failed to pay rent.
- You have frequently been late in paying rent.
- You have repeatedly acted in a disorderly manner.
- You have caused destruction or damage to the property.
- You have violated the terms of the lease or other document.
- You have been convicted of a drug offense.

**Note:** For all the reasons listed above, except the failure to pay rent, the landlord must give you written notice asking you to stop the behavior before filing for an eviction. Copies of these notices asking you to stop or remedy the behavior *must be attached to the complaint (the court document)* that the landlord files with the court.

If your landlord is suing you only because you have not paid your rent, you cannot be evicted if you pay all the money that you owe by the close of business on the day of the trial or up until three business days after you have been evicted, plus any proper court costs that the landlord incurred.

If you pay on the day of trial, you **must** pay with cash, certified check or money order made payable to the *Treasurer, State of New Jersey*. The court cannot accept personal checks. The landlord is not required to accept personal checks; they cannot require you to pay by direct or electronic funds deposit. The landlord must provide a receipt for any cash rent payment and must cooperate with any charitable organization or rental assistance program that commits to pay a tenant's rent.

## Settlements Before the Day of Trial

If you and the landlord reach an agreement (settlement) *before the day of the trial*, you must still go to court in order for the agreement to be reviewed and approved by the judge. You must bring an **original copy** of the signed agreement.

## Preparing for Trial

As the tenant, you must go to court to defend against the landlord's claims against you. You cannot submit a written statement. Any witnesses for your case must come to court with you; the court will not accept a written statement signed by a witness. If you are coming to court without an attorney, you will have to question your own witnesses. It is a good idea to prepare any questions you will ask your witnesses before you go to court.

Bring to court all records that will help you prove your case. Some of these records could include:

- Rent receipts, cancelled checks, money orders.
- A copy of your lease, preferably the original.
- Letters and notices to, or from, the landlord.
- Photographs.
- Other documents that you believe will help you defend the case being made against you.

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

If you have not paid rent because the landlord did not make repairs or maintain the residence, you must prove to the court that the problems are serious and that they are affecting your ability to live in the unit.

**Important:** In all cases, you should bring to court all the money the landlord says that you owe *even if you do not agree with the landlord*. If the court determines that you legally owe the rent, it does not matter why you did not pay. Unfortunately, an illness, a lost job or unexpected medical expenses are not legal reasons for you to not pay your rent. If it is determined that you owe the money and the landlord does not want to work out some sort of payment plan with you, then you must pay the full amount due by the close of business on the day of court or the court could issue a judgment for possession. A judgment for possession means your landlord won a case against the you and can have you removed from the property. It is the first step toward an eviction.

**You must pay with cash, certified check or money order made payable to the *Treasurer, State of New Jersey*.**

## Day of Trial

Both you and the landlord must come to court at the time and date stated on the summons. Bring all the evidence and witnesses you need to defend yourself. A list of all of the cases will be announced at the beginning of court. You must respond when your name is called.

1. **IF YOU DO NOT COME TO COURT (*default*)** - the case will be defaulted in favor of the landlord. This decision against you can result in your being evicted.
2. **IF THE LANDLORD DOES NOT COME TO COURT (*dismissal*)** - the case will be dismissed.
3. **IF YOU BOTH COME TO COURT:**
  - You and the landlord can be asked to work with a settlor to try to resolve your case. If you and the landlord come to an agreement, you will have to complete the appropriate forms, which the judge must review and approve, before the court will accept your agreement.
  - If you do not come to an agreement, the judge will hear your case. The judge will either grant or deny a judgment for possession. A judgment for possession means your landlord won a case against the you and can have you removed from the property. It is the first step toward eviction.

## Judgment for Possession/Warrant of Removal

If a judgment for possession is entered, the landlord can take steps to have you evicted. If you do not leave the residence, a Special Civil Part Officer, not the landlord, will serve you with a warrant of removal. This is an official court order for you to leave the premises. When you are served with a warrant of removal, you must leave the premises within *three business days*. If you do not, the landlord can request the Special Civil Part Officer to evict you.

## After Judgment for Possession

There are still things that you can do after your court date that could change your outcome; however, you must notify the landlord if you decide to pursue any of these actions with the court:

- You can pay the landlord all the rent due and owing plus any proper court costs within three business days of the eviction; the landlord must then provide a notice or letter to the Court to dismiss your case with prejudice within *two business days*. If the landlord refuses to accept your payment or fails to send the letter or notice to the court, you can file a motion (a written request) asking the court to dismiss your case with prejudice.
- You can request an Order for Orderly Removal, a court order which grants you more time to move out; usually no more than seven calendar days.
- If you have all the money to pay but it is three business days AFTER an eviction; you can request a hardship stay which could stop the eviction for up to six months. You cannot apply for a hardship stay unless you pay all the money you owe to the landlord, plus any costs. If you pay all the money you owe and you are granted a hardship stay, you must still comply with the original lease and pay all your rent during the stay.
- You can apply to the court to vacate (cancel) the judgment for possession. This request is not granted often and requires unique legal circumstances.

Contact the Office of the Special Civil Part as soon as possible to apply for any of the above.

## Enforcement of Agreements

If you feel that the landlord is not following/complying with the agreement you signed in court, you must write and submit a certification to the court. A certification is a statement, written and signed by you, that explains why you believe the landlord has violated your agreement. **At the end of your statement, you must include the following text:**

*“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.”* Make sure you sign and date the document below the statement.

You must mail or drop off the signed certification with the court and then send a copy by regular and certified mail to your landlord. If your landlord has an attorney, you can send the certification by regular mail to the attorney instead of to the landlord.

## Residential Security Deposit

In New Jersey, a landlord can only charge up to 1½ months’ rent as a security deposit. The landlord requires the security deposit in order to pay for any damage done to the unit or to cover unpaid rent after you leave. The landlord must deposit your security deposit into an interest-bearing account within 30 days of receiving the money from you.

The landlord must notify you in writing, within 30 days of receiving your deposit, the following information:

1. The name and address of the bank where the money has been deposited.
2. The amount of the deposit.
3. The type of account.
4. The current interest rate of that account.

The landlord must send you an updated statement providing the same information *every year*, or within 30 days if:

- The deposit is moved to another account or bank, or
- The bank merges with another bank, or
- The rental property is sold.

The landlord must either pay you the amount of the annual interest in cash or must credit the amount of the annual interest toward the payment of rent.

The landlord cannot deduct any money from your security deposit until after you have moved out of the residence. If the landlord wants to use your security deposit to pay for damage or for rent that you owe, he/she must notify you in writing within 30 days after you move out of the residence. It is your responsibility to provide the landlord with your new address so that the landlord can contact you about your security deposit. If you owe more money than the amount of your security deposit and/or caused damage to the property beyond normal wear and tear, the landlord can file a lawsuit against you for the additional amount you owe. If you believe that the landlord has not complied with any of their security deposit requirements under the law, you can also file a separate lawsuit against the landlord for your damages.

## **Illegal Eviction or Lockout**

A landlord cannot evict you or remove your belongings from a rental premise without first obtaining a judgment for possession and then a warrant of removal from the court. Only a Special Civil Part Officer can perform the eviction on behalf of a landlord. *It is illegal for the landlord to force you out by changing the locks, padlocking the doors or by shutting off gas, water or electricity.* A landlord also cannot take possession of your personal belongings or furniture to try to force you to pay rent. If you have been illegally locked out of your residence, you can file a complaint at the county courthouse. (See [CN 10916 - How to Apply for the Return of Your Personal Property or to Return to Your Rental Premises.](#)) In your complaint, you can request to be allowed back into your residence, and you can also request monetary damages. Forms are available in the Special Civil Part Office or at [njcourts.gov](http://njcourts.gov).

## **Recovering Your Legal Fees (if any) or Rent Credits**

If you signed a lease *on or after February 1, 2014* that states that you, the tenant, could be responsible for the landlord's legal fees or expenses or that those costs can be recovered as additional rent, then you have the same right to be reimbursed by the landlord for your own legal fees or expenses if you successfully defend yourself. However, if you avoid your eviction simply by paying all the rent you owe and you had no valid reason for not having paid the rent when it was due, then you cannot ask for any reimbursement of your expenses or attorney fees. The judge will determine whether any fees or expenses are owed to you and will decide whether to award you money or credit against future payments of rent.

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