



**Appendix XI-S**  
**New Jersey Judiciary**  
**Superior Court of New Jersey**  
**Law Division, Special Civil Part**  
**Landlord Tenant Trial Information**

The following information is a **brief** overview of landlord tenant court procedures. Please read these instructions carefully. This information is not intended to take the place of legal advice, but it will provide you with a general understanding of the process. If a party needs an interpreter, they should contact the court by phone or email.

A landlord has filed a lawsuit against a tenant to regain possession of their property, meaning a landlord wants to evict (also known as “lockout”), a tenant. In order to evict a tenant, the landlord must first get a judgment for possession. Before that can happen, tenants have a right to a trial. If a trial occurs, a judge will decide whether a judgment for possession should be entered. A judgment for possession allows a landlord to request a warrant of removal from the court. If a judgment is entered, the court will provide a written document to the landlord and tenant that explains the basis for the court’s decision and what will happen next. The warrant of removal allows a Special Civil Part Officer to proceed with a tenant’s eviction from the property.

**Illegal Evictions:** A landlord cannot evict tenants from a rental property, only a Special Civil Part Officer can perform an eviction. In order to have a Special Civil Part Officer evict a tenant, a landlord must first get a judgment for possession and then a warrant of removal from the court. It is illegal for the landlord to force a tenant out by changing the locks, padlocking the doors, or shutting off gas, water or electricity. Landlords can only remove a tenant’s belongings after an eviction as permitted by the Abandoned Tenant Property Act N.J.S.A. 2A:18-72 (unless otherwise provided for in a non-residential lease).

Tenants who have been locked out of their homes illegally should call police. The New Jersey Office of the Attorney General has released guidance on illegal lockouts and the role of law enforcement agencies in preventing them. More information is available at the following link: [https://www.nj.gov/oag/dcj/agguide/directives/ag-Directive-2021-2\\_Illegal\\_Evictions.pdf](https://www.nj.gov/oag/dcj/agguide/directives/ag-Directive-2021-2_Illegal_Evictions.pdf)

Tenants who have been locked out of their rental property illegally can also file a civil complaint at the county courthouse. For more information on illegal evictions (lockouts) go to [www.njcourts.gov](http://www.njcourts.gov).

**Available Resources:** Court staff can give the parties a list of agencies that may be able to assist with rent, temporary shelter, or legal services. Information about rental assistance programs – including those related to the COVID-19 pandemic – is available online at [www.njcourts.gov](http://www.njcourts.gov). Information about legal resources also is posted online: [https://www.njcourts.gov/selfhelp/selfhelp\\_landlordtenant.html#tenants](https://www.njcourts.gov/selfhelp/selfhelp_landlordtenant.html#tenants).

## **1. Appearing on Your Trial Date**

Trials may be conducted virtually, by video, or in person if the parties are unable to participate virtually. On the scheduled trial date, a list of cases will be scheduled to be heard. If both the landlord and the tenant are present, the case will be marked READY for trial. If the tenant is not present, the case may be marked “DEFAULT.” If the landlord is not present or if both parties do not appear, the case may be “DISMISSED.” You will have a chance to ask questions of court staff.

## **2. Settlements**

Settlement conferences will be offered before the trial. Those conferences generally will be conducted virtually (by video). Parties will have the opportunity to meet with court staff for these conferences.

The parties should talk to each other to try to settle their case. Neutral court staff will help the parties try to settle their case. Parties are not required to settle their case and have the right to a trial.

You should settle only if you understand the terms of the agreement and they are acceptable to you. If you are a tenant and do not comply with the settlement agreement, you can be evicted. If the parties agree on a settlement, parties can complete a settlement agreement form which can be completed virtually or in person. A copy of any settlement agreement will be sent to the parties. You are not limited to the contents of the settlement forms. Note, any settlement involving an unrepresented residential tenant that seeks to enter a consent judgment for possession must be approved by the court.

## **3. Right to a Trial**

If you are a tenant and you disagree with what your landlord claims, such as the amount of the rent that is owed, you have the right to explain your position, before and at trial.

## **4. Waiting for Trial**

If you do not settle, a judge will hear your case. Most trials will be conducted virtually, by video. Parties can use courthouse technology rooms to participate, if necessary. In some cases, the trial may be conducted in person. The court expects to reach all cases on the scheduled trial date; however, if your case cannot be reached that day, you will have your case rescheduled and have to appear either virtually or in person another day. If you are a tenant and you request to adjourn (postpone) the trial date, the judge may first require you to deposit some or all of the rent due with the court. If a deposit is required, it can be paid in cash, money order or bank cashier’s check made payable to the Treasurer, State of New Jersey. If the rent is not deposited as directed, a default will be entered in favor of the landlord. That means the landlord will be able to take steps to have you evicted.

## **5. Non-Payment of Rent Cases**

The following information applies in cases where a landlord claims the tenant owes rent:

- A. Dismissal of Case Upon Payment or Deposit.** If you are a tenant, the case against you will be dismissed if you pay all of the rent that is due plus court costs to the landlord or to the court on or before the date a judge enters a judgment for possession. If your case is tried remotely, the court will delay entry of the judgment until the following business day. Note: The tenant may still make payments after a judgment for possession is entered.
- B. Fees or Other Charges as Additional Rent.** Attorney's fees, late fees and/or other charges are only allowed if there is a lease that calls these items "additional rent." Even if the lease does say that, the amount due as rent may be limited by rent control, or if there is public assistance, the rent may be limited by local, state, or federal law. For example, if a tenant receives Section 8 assistance, the landlord cannot include a late charge in the amount that the tenant owes.

## 6. Holdover Cases

If the eviction case is for a reason other than nonpayment of rent, the landlord should have served the tenant with written notice(s) before filing the complaint for eviction and attached these notice(s) to the complaint when filed.

## 7. Limitation on Court's Powers

A judge cannot force the parties to settle. A settlement is entirely voluntary. For example, a tenant may want more time to pay rent owed or to pay in installments. Unless the landlord agrees to such terms, the court must enter a judgment for possession, which then allows the landlord to take steps to gain possession of the property and evict the tenant.

## 8. Eviction Procedures/Steps

**Step 1 - Entry of Judgment for Possession.** When the court enters a judgment for possession, the court is granting the landlord the legal right to possession of the premises. This may happen if the landlord can prove their case on the day of trial, if the tenant fails to appear and the case is marked as "Default," or if the landlord and tenant agree to the entry of a judgment for possession.

**Step 2 - Issuance of Warrant of Removal.** After the judgment for possession is entered, the landlord may ask the court to issue a warrant of removal to a Special Civil Part Officer. The warrant of removal may not be issued at least three (3) business days after the judgment for possession is entered. A Special Civil Part Officer is the person who serves (delivers) the warrant of removal on the tenant.

**Step 3 - Service of the Warrant of Removal.** The warrant of removal must be served by the Special Civil Part Officer on the tenant by delivering or posting the warrant of removal on the door of the rental property.

**Step 4 –Execution of the Warrant of Removal/ Eviction.** Three (3) business days after the warrant of removal is served, a landlord may request that the Special Civil Part Officer return to the residential rental property a second time to execute the warrant of removal by requiring the tenant to vacate the premises and permitting the landlord to change the locks. This is when the eviction (lockout) is completed.

**NOTE:** Landlords cannot evict tenants themselves. Special Civil Part Officers are the only individuals authorized to evict tenants. Tenants cannot be evicted on a weekend or holiday.

**Summary** - A residential tenant cannot be evicted until the landlord follows the steps above. A residential tenant may not be evicted any earlier than eight (8) calendar days after a judgment for possession has been entered. In non-payment of rent cases, even after an eviction by a Special Civil Part Officer, a residential tenant may be able to return to stay in the rental property if the tenant pays the landlord all rent due plus proper costs up to three (3) business days after the eviction. (See 9.B. Paying all Rent Due and Owing, below)

## 9. Options After a Judgment for Possession

**A. Agreement.** After a judgment for possession has been entered (Step 1 above), a landlord and tenant can still try to make an agreement to stop an eviction. If the landlord and the tenant agree, the agreement should be in writing and a copy of the agreement should be filed with the court.

**B. Paying all Rent Due and Owing.** By law, a tenant can pay all rent due and owing plus proper costs up to three (3) business days after the eviction (Step 4 above). The landlord must accept this payment and/or cooperate with a rental assistance program or bona fide charitable organization that has committed to pay the rent.

### C. Asking the Court for Relief.

A tenant can apply for relief to the court even after an eviction. To do so, a tenant must file:

- (1) An application for orderly removal requesting up to seven (7) more calendar days to move out if there is a good reason;
- (2) A motion requesting dismissal with prejudice of the nonpayment of rent action because the residential tenant paid all rent due and owing plus proper costs, or because the landlord refused to accept the residential tenant's payment, within three (3) business days following the eviction; or an order to show cause because the landlord refused to cooperate with a rental assistance program or bona fide charitable organization that has committed to pay the rent; and/or
- (3) An application for a hardship stay which delays the eviction based on the unavailability of other housing accommodations. That delay cannot be for more than six (6) months from entry of the judgment for possession, and the tenant will have to pay all rent and proper costs.

A tenant can also file a motion under Rule 4:50-1 requesting that the judgment for possession be vacated (reversed) and the complaint dismissed, if the tenant can show good reason such as mistake or excusable neglect, fraud, misrepresentation or other misconduct by an adverse party, newly discovered evidence or any other reason justifying relief from the judgment for possession. **Court staff can provide tenants with the forms needed to ask for any of the above types of relief.**