

APPENDIX XI-T CERTIFICATION BY LANDLORD

YOU MUST COMPLETE THIS PART:

NAME OF LANDLORD OR ATTORNEY: _____

ADDRESS & PHONE: _____

Plaintiff : SUPERIOR COURT OF NEW JERSEY
: LAW DIV., SPECIAL CIVIL PART
: _____ COUNTY
vs. : LANDLORD-TENANT DIVISION
:
:
:
Defendant : DOCKET #LT-

YOU SHOULD COMPLETE PART A, PART B, OR BOTH, IF BOTH APPLY. CROSS OUT ANY PARAGRAPHS THAT DO NOT APPLY. PART C APPLIES TO ALL CERTIFICATIONS:

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 \$ _____ 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 included in the rent for the purposes of this action.

B. [WHEN THE EVICTION IS BASED ON OTHER GROUNDS]

1. Eviction is sought because _____
2. I have attached a copy of all notices that have been served on the defendant.
3. The notices were served on the tenant (check one or more) __by ordinary mail, __by certified mail, __personally, on the day of _____.
4. All of the facts stated in the notices are true.

C. IN ALL CASES:

1. I have complied with the registration requirements of NJSA 46:8-27 et seq.
2. The tenant did not transfer ownership to me and I have not given the tenant an option to buy the property.
3. 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 WILFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

DATE:

(PRINT NAME BELOW)
LANDLORD

[Note: Appendix XI-T adopted July 18, 2001 to be effective November 1, 2001.1]

**APPENDIX XI-U
CERTIFICATION BY LANDLORD'S ATTORNEY**

NAME OF ATTORNEY: _____

ADDRESS & PHONE: _____

Plaintiff : SUPERIOR COURT OF NEW JERSEY
: LAW DIV., SPECIAL CIVIL PART
:
: _____ COUNTY
vs. : LANDLORD-TENANT DIVISION
:
: Certification by
: Landlord's Attorney
:
Defendant : DOCKET #LT-

1. I am the attorney for the landlord in this matter and make this certification pursuant to rule 6:6-3(b) or Rule 6:64.
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:

Printed name:

APPENDIX XI-V CONSENT TO ENTER JUDGMENT (TENANT REMAINS)

Plaintiff : SUPERIOR COURT OF NEW JERSEY
: LAW DIV., SPECIAL CIVIL PART
:
: COUNTY
vs. : LANDLORD-TENANT DIVISION
:
: Consent to Enter Judgment
: Tenant to Stay in Possession
:
Defendant : DOCKET #LT-

THE TENANT AND LANDLORD HEREBY AGREE THAT:

1. The Tenant shall pay to the Landlord \$ which the Tenant admits is now due and owing and AGREES TO THE IMMEDIATE ENTRY OF A JUDGMENT FOR POSSESSION.

2. The Tenant shall pay the amount shown in paragraph 1 as follows:
a. \$ immediately, which the Landlord admits receiving.
b. The Tenant shall pay the rest of the amount shown in paragraph 1 as follows:

3. The Tenant also agrees to pay \$ each month as required by the rental agreement, in addition to the payment required in paragraph 1, until this settlement agreement is over.

4. All payments made during the term of this agreement shall be applied first to the rents that become due after today, and then they shall be applied to pay the balance of the arrears stated in paragraph 1. If the Tenant makes all payments required in paragraph 2b of this agreement, the Landlord agrees not to request a warrant of removal. If the Tenant does not make all payments required in paragraph 2b of this agreement, the Tenant agrees that the Landlord, with notice to the tenant, may file a certification stating when and what the breach was and that a warrant of removal may then be issued by the clerk.

THIS MEANS THAT IF THE TENANT FAILS TO MAKE ANY PAYMENT THAT IS REQUIRED IN PARAGRAPH 2b OF THIS AGREEMENT, THE TENANT MAY BE EVICTED AS PERMITTED BY LAW AFTER THE SERVICE OF THE WARRANT OF REMOVAL.

5. This agreement shall end when the Tenant has paid the full amount of rent stated in paragraph 1 and then the judgment shall be vacated and the complaint shall be dismissed.

DATE: _____
Landlord's Attorney _____ Tenant's Attorney _____
Landlord _____ Tenant _____

NOTE: THE CERTIFICATION BY LANDLORD AND THE CERTIFICATION OF LANDLORD'S ATTORNEY (IF THE LANDLORD HAS AN ATTORNEY) ARE ATTACHED HERETO.
[Note: Appendix XI-V adopted July 18, 2001 to be effective November 1, 2001.]

APPENDIX XI-W

CONSENT TO ENTER JUDGMENT FOR POSSESSION (TENANT VACATES)

Plaintiff : SUPERIOR COURT OF NEW JERSEY
: LAW DIV., SPECIAL CIVIL PART
:
: _____ COUNTY
vs. : LANDLORD-TENANT DIVISION
:
: **Consent to Enter Judgment**
: **Tenant Required to Vacate**
:
Defendant : DOCKET #LT-

THE TENANT AND LANDLORD HEREBY AGREE THAT:

1. The Tenant **AGREES TO THE IMMEDIATE ENTRY OF A JUDGMENT FOR POSSESSION.**

2. Check one of the following:

A. _____ The Tenant shall pay no money, or

B. _____ The Tenant shall pay \$ _____, as follows:

3. A. If the Tenant does not make all payments required in paragraph 2 of this Agreement, the Tenant agrees that the Landlord, with notice to the tenant, can file a certification stating when and what the breach was and that a warrant of removal will then be issued by the clerk.

B. EVEN IF THE TENANT DOES MAKE ALL PAYMENTS REQUIRED IN PARAGRAPH 2, THE TENANT STILL AGREES TO MOVE NO LATER THAN _____ . IF THE TENANT DOES NOT MOVE BY THAT DATE, LANDLORD CAN HAVE THE TENANT EVICTED AS PERMITTED BY LAW.

DATE: _____

Landlord's Attorney _____ Tenant's Attorney _____

Landlord _____ Tenant _____

ATTORNEY (IF THE LANDLORD HAS AN ATTORNEY) ARE ATTACHED HERETO.

(Note: Appendix XI-W adopted July 18, 2001 to be effective November 1, 2001.)