

**CERTIFICATION BY LANDLORD**

**YOU MUST COMPLETE THIS PART:**

**NAME OF LANDLORD OR ATTORNEY:** Feinstein, Raiss, Kelin & Booker L.L.C.

**ADDRESS & PHONE:** 290 West Mt. Pleasant Ave., Suite 1340, Livingston, NJ. – 973-324-5400/fax 973-731-4348

Landlord's Phone: \_\_\_\_\_

Plaintiff	:	SUPERIOR COURT OF NEW JERSEY
_____	:	LAW DIVISION, SPECIAL CIVIL PART
	:	ESSEX COUNTY
v.	:	LANDLORD-TENANT DIVISION
	:	
	:	
Defendant	:	<b>DOCKET # <u>LT</u></b>
_____	:	CERTIFICATION OF LANDLORD

**THE LANDLORD SHOULD COMPLETE PART A, 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 \$ \_\_\_\_\_ (monthly rent is \$ \_\_\_\_\_), late charges of \$ \_\_\_\_\_, legal fees relating to this action for eviction of \$ \_\_\_\_\_, other charges, as follows: Summons cost \$ \_\_\_\_\_ and Warrant cost of \$ \_\_\_\_\_.
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 the purposes of this action.
4. The court hearing date was \_\_\_\_\_.

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

\_\_\_\_\_  
\_\_\_\_\_

**C. IN ALL CASES**

1. I have attached a copy of all notices that have been served on the defendant.
2. These notices were served on the tenant (check one or more) \_\_\_ by ordinary mail, \_\_\_ by certified mail, \_\_\_ personally, on the \_\_\_\_\_.
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 WILFULLY FALSE, I AM SUBJECT TO PUNISHMENT.**

**ASSIGN CONSTABLE:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**PRINT NAME – \_\_\_\_\_ - Landlord**

**CERTIFICATION BY LANDLORD – BREACH/ENFORCEMENT OF SETTLEMENT**

**NAME OF LANDLORD OR ATTORNEY:** Feinstein, Raiss, Kelin & Booker LLC/290 West Mt. Pleasant Ave., Suite 1340, Livingston, New Jersey 07039. Telephone No. 973-324-5400 or 973-731-4434 Fax No. 973-731-4348 or 4669

Plaintiff : SUPERIOR COURT OF NEW JERSEY  
: LAW DIVISION/SPECIAL CIVIL PART  
: \_\_\_\_\_ COUNTY  
v. : LANDLORD-TENANT DIVISION  
: DOCKET # LT \_\_\_\_\_  
Defendant (name and address) :  
:  
: CERTIFICATION BY LANDLORD  
:

I hereby certify that the tenant and I have previously entered into a settlement agreement dated: \_\_\_\_\_.  
And that the agreement has been filed with the court and \_\_\_\_\_ has been approved by the court \_\_\_\_\_ has not been approved by the court, and that the tenant breached the settlement agreement by:

(Complete sections A or B, or both, if applicable)

A. \_\_\_ Failing to comply with the terms of the agreement:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\$ \_\_\_\_\_ is now due and owing from the tenant.

2. \_\_\_ Failing to vacate the premises on \_\_\_\_\_, contrary to our agreement.

I \_\_\_ am \_\_\_ am not represented by an attorney in this action to evict the defendant.

**PROOF OF SERVICE**

I hereby certify that on \_\_\_\_\_ I served a copy of this certification on the defendant by \_\_\_ mail addressed to the tenant [or] \_\_\_ posting on the door of the tenant's premises and that: \_\_\_ to the best of my knowledge, the tenant has not been presented by a lawyer in this eviction.

**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 FALSE, I AM SUBJECT TO PUNISHMENT.** Based on the above breach of the settlement agreement, I hereby request (check one):

\_\_\_ Judgment for possession      \_\_\_ warrant of removal      \_\_\_ both a judgment and warrant

(IF APPROPRIATE) I request that a Warrant of Removal be issued to Officer: \_\_\_\_\_.

Date: \_\_\_\_\_ -sign here

Print Name: \_\_\_\_\_

**CERTIFICATION BY LANDLORD'S ATTORNEY**

**NAME:** Feinstein, Raiss, Kelin & Booker L.L.C.  
**ADDRESS & PHONE:** 290 West Mt. Pleasant Ave., Suite 1340, Livingston, NJ 07039  
(973) 324-5400 – Fax (973) 731-4348 or 4669

Plaintiff

v.

Defendant

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION, SPECIAL CIVIL PART  
COUNTY  
TENANCY DIVISION  
CIVIL ACTION  
DOCKET # LT

1. I am the attorney for the landlord in this matter and make this certification pursuant to R.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. In the event the landlord is seeking charges and fees other than base rent, I have reviewed the applicable federal, state and local law and the written lease between the parties. In my opinion, if charges and fees are sought, other than the base rent, they 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 WILFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

Date: \_\_\_\_\_

\_\_\_\_\_  
Tracey Goldstein, Esq.

\_\_\_\_\_  
Gary D. Gordon, Esq.

\_\_\_\_\_  
Adrienne LePore, Esq.

\_\_\_\_\_  
Leo P. Dugan III, Esq.

\_\_\_\_\_  
Danna Schnoll, Esq.

\_\_\_\_\_  
Karen L. Thurston, Esq.  
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