

Appendix XI-V

Settlement Agreement (Tenant Remains)

Plaintiff

v.

Defendant

Superior Court of New Jersey
Law Division, Special Civil Part

Monmouth County
Landlord-Tenant Division

Docket Number

LT- _____

**Settlement Agreement
(Tenant to Stay in Premises)**

The tenant and landlord hereby agree that:

1. Select one:

To the immediate entry of a Judgment for Possession. The parties understand that a Warrant of Removal will not be issued, and an eviction will not take place at this time. However, if the tenant breaches this agreement, the landlord may file a certification of breach with the court, on notice to the tenant. The Court may then issue a Warrant of Removal which starts the eviction process.

OR

No Judgment for Possession is entered. The parties understand that if the tenant breaches this agreement, the landlord may file a certification of breach with the court, on notice to the Tenant. The court may then enter a Judgment for Possession and a Warrant of Removal may issue.

2. The tenant shall pay to the landlord \$_____, which the tenant admits is now due and owing. The tenant shall pay this amount as follows:

a. \$_____ immediately, which the landlord admits receiving; and

b. \$_____ each month until all the back rent due under this agreement is paid, which is no later than _____.

3. Tenant is also required to continue to pay \$_____ each month as required by the rental agreement, during the duration of the payment plan set forth in paragraph 2.

4. All payments made by the tenant, as set forth in paragraph 2, shall first be applied by the landlord to the tenant(s)' monthly rental obligation as required under the rental agreement and then shall be applied to pay the balance of the back rent as stated in paragraph 2. **If the tenant fails to make any payment that is required in paragraph 2 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 back rent as stated in paragraph 2. Once paid in full, the judgment, if any, shall be vacated and the complaint shall

be dismissed. The Landlord shall advise the Office of the Special Civil Part in writing within 30 days of any alleged breach by the tenant. If the landlord does not notify the court, the case shall be dismissed automatically [_____].

Date: _____

Landlord's Attorney

Tenant's Attorney

Landlord

Tenant

J.S.C.

Note: The Certification by Landlord and the Certification of Landlord's Attorney (if the Landlord has an attorney) are attached hereto.