



New Jersey Judiciary
Civil Practice Division

L/T Case Management Conference Information Sheet

Date _____

Residential

Commercial

Case Caption _____

LT - _____

Plaintiff Attorney _____ Defendant(s) Attorney _____

Factual Background

Documents

Lease	<input type="checkbox"/> Filed	<input type="checkbox"/> Reviewed
Registration	<input type="checkbox"/> Filed	<input type="checkbox"/> Reviewed
Notices, <u>if required</u>	<input type="checkbox"/> Filed	<input type="checkbox"/> Reviewed

Monthly Base Rent:	\$ _____	Additional Rent:	\$ _____
Late Fees:	\$ _____	Penalties:	\$ _____
Lease Term:	_____	Attorney Fees:	\$ _____
Claimed Total Due (Landlord):	\$ _____	(Tenant):	\$ _____

Tenant has made a request to apply the security deposit toward rent under EO 128 Yes No

Rental Assistance Programs

	<u>Applied</u>	<u>Status</u>
Plaintiff/Landlord has applied for and received temporary emergency rental assistance funding pursuant to any private, federal, state, or local COVID-19 related program.	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant	_____

Plaintiff/Landlord has applied for and received temporary emergency rental assistance funding pursuant to any private, federal, state, or local non-COVID-19 related program	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant	_____
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Parties Referred to _____ rental assistance program.

Defenses

Tenant has stated the following:

Based upon my review of the file and discussion with the parties, the tenant has raised the following defenses(s):

- Property is not Habitable or Safe (Breach of the Implied Covenant of Habitability)**
The following describes what tenant alleges is wrong with the rental property (state what the alleged defect(s) are, impact on tenant safety and when tenant asked the landlord to make repairs):

- Landlord is Retaliating Against Tenant (Reprisal or Retaliation (N.J.S.A. 2A:42-10.10)) because:**

- Waiver** - Landlord is trying to enforce a lease provision even though landlord has known tenant was not in compliance. This includes acceptance by landlord of rent by tenant after effective date of Notice to Quit or where Landlord accepted lower rent over many months than is now claimed due and so has waived the right to collect higher rent.
- Rent control ordinance**
 - landlord is charging more than rent control allows
 - landlord is seeking fees, (attorney's fees or late fees), that would increase rent above what rent control allows
 - Rent increase is improper under governing rent control ordinance in (municipality)

- Landlord Failed to Properly Register the Rental Property** - Landlord has failed to satisfy their registration requirements for this rental property per N.J.S.A. 46:8-33.
- Tenant Does Not Owe the Amount Landlord Claims Is Due** – Tenant states that:
 - Base rent is incorrect and should be \$_____
 - Arrears are incorrect and should be \$_____
 - Attorney's fees or late fees are not due or are incorrect and should be \$_____
 - The amount claimed due is the portion to be paid by a subsidy program and not by the tenant, who has paid the correct portion.
 - Tenant did not receive proper notice under the Rent Security Deposit Act, N.J.S.A. 46:8-19, and is therefore entitled to apply the security deposit of \$_____, plus 7% annual interest of \$_____ to cover rent arrears.
- Illegal Occupancy**
Tenant states that occupancy is illegal. (N.J.S.A. 2A:18-61.1(g)(3), -61.1g, -61.1h.) Tenant claims that landlord may not collect rent and must provide relocation assistance equal to six months' rent before an eviction can proceed. Tenant bases this statement on the following:

- Other**

Based upon my review of the file and discussion with the parties, the landlord has asserted the following response to defenses (narrative):

Witnesses

For Plaintiff: _____

For Defendant: _____

Estimated time for trial: _____

Parties requested referral to settlement conference prior to trial Yes No

Interpreter needed? Yes No Indicate language: _____

Accommodation for a disability? Yes No Requested accommodation: _____

Matter can proceed virtually: Yes No

Other items related to remote proceedings:
