

LAW OFFICES OF MYRON D. MILCH, PC
Continental Plaza III
433 Hackensack Avenue— Second Floor
Hackensack, N. J. 07601
Tel. (201) 342-2868
Fax (201) 342-7391
Attorney for

Plaintiff
vs.
Defendant

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: COUNTY

SPECIAL CIVIL PART, LANDLORD-
TENANT DIVISION

DOCKET NO.: LT-

CIVIL ACTION

SUMMONS— LANDLORD/TENANT

Non-payment Back Rent Claimed: \$
Other

Address of Courthouse:

Phone number:

Defendant Information:

Name:

Address:

Telephone:

NOTICE TO TENANT: The purpose of the attached complaint is to permanently remove you and your belongings from the premises. If you want the court to hear your side of the case, you must appear in court on this date and time: at m., or the court may rule against you. REPORT TO:

If you cannot afford to pay for lawyer, free advice may be available by contacting Legal Services at. If you can afford to pay a lawyer but do not know one, you may call the Lawyer Referral Services of your local county bar Association at.

You may be eligible for housing assistance. To determine your eligibility, you must immediately contact the welfare agency in your county at, telephone number.

If you need an interpreter or an accommodation for a disability, you must notify the court immediately.

Si ud no tiene dinero para a un abogado, es posible que pueda recibir consejos legales gratuitos si es comunica con Services Legales(Legal Services) al.Si tiene dinero para pagar a un abogado pero no

conoce ninguno puede llamar a Servicios de Recomendación de Abogados (Lawyer Referral Services) del Colegio de Abogados (Bar Association) de su condado local. .

Es posible que pueda recibir asistencia con la vivienda si se comunica con la agencia de asistencia pública (welfare agency) de su condado al, teléfono.

Si necesita un intérprete o alguna acomodación para un impedimento físico, tiene que notificárselo inmediatamente al tribunal.

Date: _____
Clerk, Special Civil Part.

TENANCY SUMMONS AND RETURN OF SERVICE (R. 6:2-1)

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Attorney for

Plaintiff

vs.

Defendants

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION:COUNTY

SPECIAL CIVIL PART, LANDLORD-
TENANT DIVISION
DOCKET NO.: LT-

CIVIL ACTION

SUMMONS– LANDLORD/TENANT

Defendant Information:

Name:

Address:

Telephone:

SUMMONS SERVED

COURT OFFICER’S RETURN OF SERVICE (Official Use Only)

Docket No.: Date: Time:
WM WF BM BF OTHER
Height Weight Age Hair
Mustache Beard Glasses
Name Relationship
Description of Premises

I hereby certify the above return to be true and accurate.

Court Officer

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Continental Plaza III
433 Hackensack Avenue— Second Floor
Hackensack, N. J. 07601
Tel.: (201)342-2868
Fax: (201) 342-7391
Attorney for Plaintiff

Name of Plaintiff/Landlord

vs.

Name of Defendant/Tenant

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: PASSAIC COUNTY
SPECIAL CIVIL PART
LANDLORD-TENANT DIVISION

DOCKET NO.: LT-

CIVIL ACTION

VERIFIED
COMPLAINTLANDLORD/TENANT
Non-payment of Rent
Other

Address of Rental Premises:

Phone No:

Plaintiff, with an address located at, by way of Complaint against the Defendants, says:

FIRST COUNT

1. Defendant is in occupancy and possession of a tenancy in premises known as and located at , under a Commercial Lease Agreement (“Lease”). A copy of the Lease is attached hereto as exhibit A.
2. The Plaintiff rented the premises to the Defendant as a commercial tenant pursuant to the aforementioned Lease. The Defendant has been in possession of the premises since .
3. The Defendant has violated and breached the covenants and agreements in the Lease based upon the Defendant’s late payment of rent.
4. There is due, unpaid and owing from the Defendant/Tenant to the Plaintiff/Landlord the sum of \$, for rent as follows:
\$ base rent for # months.
\$ late charges, if permitted by federal law, local law and the Lease
\$ attorney’s fees, if permitted by federal law, local law and the Lease
\$ other (specify), if permitted by federal law, local law and the Lease
\$ court costs (fees for filing and serving the complaint)

5. If this case is scheduled for trial on or after, 200-, and the amount due in line 2 of paragraph 4 is not paid by, which is the day before the next rent is due, the total amount of rent unpaid and owing is \$, including court costs.
6. The non-payment Count of this Complaint will be dismissed if the Defendant/Tenant pays \$, the amount listed in line 2 of paragraph 4 above, if the trial date is before, 200-. If the trial date is on or after, which is the date the next rent is due, and the amount in line 2 of paragraph 4 has not been paid before that date, the non-payment Count of the Complaint will be dismissed if the Defendant/Tenant pays \$, the amount listed on line 3 of paragraph 5. These amounts do not include late fees or attorneys fees for Section 8 housing tenants. Payment must be made to the Plaintiff/Landlord, or to the clerk of the court at any time before the trial date, but on the trial date payment must be made by 4:30 PM to get the case dismissed.
7. In accordance with the Lease, the Plaintiff sent Notice to the Defendant. See copy of Notice attached hereto as Exhibit B. The Notice was sent on, 200-, and was received on , 200-. See proof of receipt of Notice, attached hereto as Exhibit C.

WHEREFORE, Plaintiff demands Judgment for Possession of the premises, together with costs of suit.

LAW OFFICES OF MYRON D. MILCH, P.C.

Dated: March 28, 2008

By: _____
Myron D. Milch, Esq.
Attorney for Plaintiff

LANDLORD CERTIFICATION

1. I certify that I am the president of the Plaintiff/Landlord that owns the premises in which the Defendant/Tenant is a tenant.
2. I have read the Verified Complaint and the information in this Complaint is based on my personal knowledge.
3. The Plaintiff/Landlord has registered the leasehold and notified the tenant as required by NJSA 46:8-27.
4. The matter in controversy is not the subject of any other action or arbitration proceeding now pending or contemplated, and no other parties should be joined in this action, except for the following: None.

5. 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.

Dated: March 28, 2008

By: _____
Signature of signer

Printed name of signer