

SUPERIOR COURT OF NEW JERSEY, APPELLATE DIVISION

Fairkings Partners, LLC, t/a The Kingsley v. Essence L. Daniels

Docket No. A-2972-23 (N.J. Super. Ct. App. Div. Dec. 8, 2025) · No. A-2972-23 · Decided December 8, 2025

SUMMARY

The New Jersey Superior Court, Appellate Division, held that under the Stack Amendment to the Fair Eviction Notice Act, a tenant may avoid eviction for nonpayment of rent by paying the amount of unpaid rent stated in the judgment of possession. The court rejected the landlord's argument that the tenant must also pay rent accruing after entry of the judgment. The court affirmed the trial court's order.

CASE DETAILS

COURT	Superior Court of New Jersey, Appellate Division
WRITING FOR THE COURT	Gilson, P.J.A.D.; Firko, J.A.D.; Perez Friscia, J.A.D.
JURISDICTION	Superior Court of New Jersey, Appellate Division
DECIDED	December 8, 2025
DOCKET	A-2972-23
DISPOSITION	affirmed
PROCEDURAL POSTURE	Landlord appealed from a Law Division order interpreting the Stack Amendment to require a tenant seeking to avoid eviction to pay the amount of unpaid rent stated in the judgment of possession rather than rent accruing through the date of payment.
STANDARD OF REVIEW	De novo review of statutory interpretation.
PRECEDENTIAL VALUE	published and approved for publication; precedential under New Jersey law
PARTIES	Fairkings Partners, LLC, t/a The Kingsley v. Essence L. Daniels

TOPICS

- statutory interpretation
- eviction
- landlord tenant
- appellate procedure
- remedies

PRACTICE AREAS

- landlord-tenant law
- statutory interpretation
- summary dispossession
- appellate procedure
- remedies

QUESTIONS PRESENTED

1. Under the Stack Amendment, must a tenant seeking to avoid eviction pay the amount of unpaid rent stated in the judgment of possession or the full amount of rent due when payment is tendered?
2. Does the Stack Amendment establish a statutory right independent of equitable relief under Rule 4:50-1?
3. Does interpreting the required payment as the judgment-of-possession amount conflict with summary dispossession rules or judicial economy?

HOLDINGS

1. The Stack Amendment requires a tenant to pay the amount of unpaid rent judicially determined and stated in the judgment of possession, rather than rent accruing through the date of payment, to avoid eviction.
2. The Stack Amendment creates a statutory process and right for a tenant to regain possession by paying the judgment-of-possession amount; the process does not depend on the court's equitable authority to grant relief.
3. Using the judgment-of-possession amount promotes judicial economy and does not prevent a landlord from pursuing a separate action for rent accruing after the judgment.

KEY QUOTATIONS

“Nevertheless, when the Stack Amendment is read in context with the A-E Act, the most logical interpretation is that the Legislature meant the tenant can pay the amount fixed in the JOP.” (13)

“Instead, under the Stack Amendment, the Legislature has given tenants a statutory right to regain possession by paying the amount set forth in the JOP.” (17)

“If the tenant can pay the JOP amount, the tenant can continue to occupy the premises, and the landlord can, as usual, pursue a separate action to recover any outstanding rent due.” (18)

FACTUAL BACKGROUND

Fairkings owned a ninety-nine-unit residential apartment complex, and Daniels rented an affordable-housing apartment there for \$1,029 per month, plus certain charges treated as rent under the lease. Fairkings filed a summary dispossession action for nonpayment of rent, and after Daniels failed to appear, the Law Division entered a default judgment of possession stating that \$5,482.31 was due. After the judgment, Fairkings asserted that Daniels owed \$6,836.88, while Daniels sought to pay the amount stated in the judgment and avoid eviction under the Stack Amendment.

PROCEDURAL HISTORY

Fairkings filed a summary dispossession action against Daniels for nonpayment of rent. After Daniels failed to appear, the Law Division entered a default judgment of possession listing \$5,482.31 in unpaid rent. In response to Daniels's post-judgment application, the trial court held that the Stack Amendment required payment of the amount stated in the judgment of possession, not additional rent accruing afterward. The Appellate Division affirmed.

DISPOSITION

affirmed

CASES CITED

- Musker v. Suuchi, Inc., 260 N.J. 178, 185 (2025)
- Allstate N.J. Ins. Co. v. Lajara, 222 N.J. 129, 139 (2015)
- State v. Cassidy, 235 N.J. 482, 491 (2018)
- State v. Gartland, 149 N.J. 456, 464 (1997)
- Keyworth v. CareOne at Madison Ave., 258 N.J. 359, 379-80 (2024)
- Shelton v. Restaurant.com, Inc., 214 N.J. 419, 440 (2013)
- C.A. ex rel. Applegrad v. Bentolila, 219 N.J. 449, 459-60 (2014)
- State v. Marquez, 202 N.J. 485, 499 (2010)
- State v. J.V., 242 N.J. 432, 443 (2020)
- W.S. v. Hildreth, 252 N.J. 506, 518 (2023)
- Richter v. Oakland Bd. of Educ., 246 N.J. 507, 538-39 (2021)
- Am. Fire & Cas. Co. v. N.J. Div. of Tax'n, 189 N.J. 65, 79-80 (2006)
- St. Peter's Univ. Hosp. v. Lacy, 185 N.J. 1, 14 (2005)
- N.J. Ass'n of Sch. Adm'rs v. Schundler, 211 N.J. 535, 555 (2012)
- State ex rel. J.S., 202 N.J. 465, 480 (2010)
- Green v. Morgan Props., 215 N.J. 431, 446-50 (2013)
- A.P. Dev. Corp. v. Band, 113 N.J. 485, 492 (1988)
- Maglies v. Est. of Guy, 193 N.J. 108, 121 (2007)
- 447 Assocs. v. Miranda, 115 N.J. 522, 528 (1989)
- Hodges v. Sasil Corp., 189 N.J. 210, 232 (2007)
- Midland Funding, L.L.C. v. Giambanco, 422 N.J. Super. 301, 312 (App. Div. 2011)
- Cmty. Realty Mgmt., Inc. for Wrightstown Arms Apartments v. Harris, 155 N.J. 212, 228 (1998)
- Housing Authority of Morristown v. Little, 135 N.J. 274 (1994)
- Hodges v. Feinstein, Raiss, Kelin & Booker, LLC, 383 N.J. Super. 596, 614 n.5 (App. Div. 2006)

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