# Can a New Jersey Court Force the Sale of the Marital Home During or After Divorce?

## Our New Jersey Divorce Lawyers Explain Court-Ordered Home Sales

The marital home is often the largest asset a couple owns, and disagreements over what to do with it can stall a New Jersey divorce entirely. One spouse may want to sell and move on, while the other refuses to cooperate in hopes of keeping the house or simply delaying the process.

New Jersey law gives family court judges broad authority to divide marital property, including real estate. Under New Jersey's equitable distribution law, New Jersey Statutes Annotated (N.J.S.A.) 2A:34-23, a judge may order property sold when a sale is the fairest way to divide what a couple built together, and that authority does not disappear just because one spouse objects.

Our New Jersey divorce attorneys at Williams Law Group, LLC help clients through property disputes on both sides, whether they want to force a sale or slow one down. We build a strategy around how New Jersey courts actually handle these requests and what a judge is likely to do with your property.

**Quick Answers**

- **A Sale Can Be Ordered Over Objection** — A judge may order the marital home sold as part of equitable distribution, even if one spouse does not agree.
- **Early Sales Are Possible** — The New Jersey Supreme Court has held that a judge may order a sale before the final judgment when the circumstances justify it.
- **Courts Can Break Deadlocks** — A judge can order an appraisal, set the listing price and choose a real estate agent when spouses cannot agree.
- **Resistance Has Consequences** — A spouse who ignores a court-ordered sale can face counsel fees, enforcement sanctions and financial adjustments to account for losses caused by the delay.

## Can the Marital Home Be Sold as Part of Equitable Distribution?

New Jersey follows equitable distribution, which means marital property gets divided fairly between spouses, though not always equally. When dividing marital assets, a home acquired during the marriage is generally subject to equitable distribution, although exceptions may apply.

If neither spouse can afford to buy out the other, selling the home is often the only realistic option. A judge does not need both spouses to agree when ordering a sale as part of a final

divorce judgment, because by that stage the court has already decided how the assets should be divided.

This authority applies whether the home is owned jointly or titled in only one spouse's name. New Jersey courts have made clear that the name on the deed does not decide who ends up with the property once a marriage ends.

### Can a Court Order the Sale Before the Divorce Is Final?

Yes, in the right circumstances. For years, some New Jersey courts held that a judge could not order a sale before the final judgment unless both spouses agreed. In *Randazzo v. Randazzo*, the New Jersey Supreme Court rejected that view and held that a trial court has discretion to order the sale of marital assets before a final judgment when the circumstances justify it.

That does not make an early sale automatic. Judges look at the facts of each case, such as whether the family can keep paying the mortgage, whether the home's value is at risk and whether a sale serves both spouses' interests. The Court also noted that in many cases, the proceeds should be placed in escrow until the final distribution.

Because the decision is so fact-specific, a spouse who wants an early sale, or who wants to stop one, needs a clear explanation of how the timing helps or hurts the family's finances. An attorney can help assess which arguments fit your situation before a motion is filed.

### What Happens When a Divorce Judgment Requires the Home to Be Sold?

Many divorce judgments require the marital home to be sold, often with a deadline or a triggering event attached. Once that judgment is entered, both spouses are legally bound to follow through, whether or not they still agree with the outcome.

Problems often surface later, when one spouse simply does not take the steps needed to sell. That might mean refusing to list the property, refusing to sign closing documents or missing mortgage payments that put the entire sale timeline at risk.

Courts take that kind of resistance seriously. In one Appellate Division case, a judge appointed a receiver to sell the former marital home, required the home to be kept show-ready and authorized the removal of a spouse who kept defying court orders.

### What Can a Court Do if a Spouse Refuses to Cooperate With the Sale?

A spouse who wants to block a sale required by a divorce judgment has several ways to interfere, and courts have responses to each one. Knowing these patterns in advance can help you document the interference and respond quickly:

- **Refusing to Sign Listing Documents** — A court can authorize someone else, such as a court-appointed officer or receiver, to sign on the non-cooperating spouse's behalf.

- **Refusing to Allow Showings** — A judge can set access requirements and penalize a spouse who keeps blocking potential buyers from viewing the home.
- **Disputing the Agent or Listing Terms** — The court can select a real estate agent and set the listing terms directly when the spouses cannot agree.
- **Missing Mortgage or Tax Payments** — A judge may order reimbursement or appropriate financial credits to account for losses caused by missed payments.

None of these tools requires starting over from scratch. They work within the existing judgment, which gives the cooperating spouse a real path forward without relitigating the entire divorce and saves time and legal expense for both spouses.

## Who Decides the Listing Price and Real Estate Agent if Spouses Disagree?

Disagreements over price and agent selection are some of the most common reasons a court-ordered sale stalls. One spouse may want to list high and wait for a better offer, while the other wants to sell quickly at a lower price and move on.

When spouses cannot agree, a court can order an independent appraisal to set a reasonable asking price based on fair market value rather than either spouse's preference. That takes the dispute out of the emotional context of the divorce and grounds the price in professional evidence.

Courts can also appoint a real estate agent directly. Once the court sets these terms, both spouses are expected to cooperate with the sale, and refusing to do so at that point can bring separate consequences on top of whatever the original dispute already cost.

## What Happens to the Sale Proceeds Once the Home Sells?

Once the marital home sells, the proceeds do not go straight into either spouse's pocket. The mortgage payoff comes out first, along with closing costs, real estate commissions and any other liens, and only the remaining net proceeds are available to divide.

How those net proceeds get split usually comes from the divorce judgment or settlement agreement. When a specific credit or reimbursement is still in dispute, a court can direct that part of the proceeds be held in escrow, a neutral account that holds the disputed funds until a judge resolves the issue.

Escrow protects both spouses without holding up the entire sale over one contested item. If the home sells for less than expected, the proceeds are distributed according to the terms of the judgment or settlement agreement, including any applicable credits or adjustments. The table below shows what a court can do at each stage.

| Stage of the Case | What the Court Can Do |
|---|---|
| Before the final judgment | Order a sale when the circumstances justify it, often with the proceeds held in escrow |
| At the final judgment | Order the home sold as part of equitable distribution |
| After judgment, if a spouse resists | Enforce the sale through a motion and impose sanctions or counsel fees |
| When spouses disagree on terms | Order an appraisal, set the listing price and appoint a real estate agent |

## What Enforcement Tools Does the Court Have if a Spouse Still Will Not Comply?

Sometimes a standing court order is not enough. A spouse can file a formal enforcement motion, known as a motion in aid of litigant's rights, asking the judge to use stronger tools against a spouse who is violating the order:

- **Relief Under Court Rule 1:10-3** — New Jersey Court Rule 1:10-3 lets a spouse seek relief when the other side violates a court order, and in family cases it allows additional remedies.
- **Awarding Counsel Fees** — A spouse whose refusal caused unnecessary delay can be ordered to pay the other spouse's legal costs tied to the enforcement motion.
- **Authorizing a Substitute Signature** — The court can direct someone other than the resistant spouse to sign the deed or closing paperwork needed to complete the sale.
- **Ordering Financial Reimbursement** — A judge may order appropriate reimbursement or credits for financial losses caused by a spouse's failure to comply with the sale requirements.

These remedies exist because a divorce judgment is a court order, not a suggestion. A spouse who ignores a court-ordered sale can face counsel fees, enforcement sanctions and financial adjustments to account for losses caused by the delay.

## What Should You Do if Your Ex Will Not Agree to Sell the Marital Home?

Start by reviewing exactly what your divorce judgment or settlement agreement says about the home. The specific language often determines whether you are facing a straightforward enforcement issue or a more complicated dispute over terms that were never clearly resolved.

Document every instance of interference, from missed mortgage payments to blocked showings. Vague frustration rarely persuades a judge, while a clear, dated timeline of specific conduct gives the court something concrete to act on if you need to file an enforcement motion.

An attorney can help you decide whether a formal motion makes sense now or whether another approach, such as mediation, is likely to work first. Timing matters, especially when missed payments or a declining market are costing you money every month.

## Moving a Stalled Home Sale Forward

A dispute over a marital home in New Jersey rarely resolves itself when one spouse objects to selling. Understanding what a court can and cannot order at each stage is often the difference between months of delay and a sale that actually closes.

The divorce attorneys at Williams Law Group, LLC help clients enforce divorce judgments that require a home sale, and we also help clients respond when a sale is being pushed forward unfairly. We understand the practical realities of New Jersey real estate, not just the legal standard on paper.

If you are facing a dispute over selling your marital home, contact us to learn more about your legal rights. We can review your situation, explain your options and help you create a plan to move your case toward a resolution, whether that means enforcing a sale or defending against one.